

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
and
LABORERS LOCAL 773
and
PLUMBERS LOCAL 551
and
CARPENTERS LOCAL 636
and
OPERATORS LOCAL 318
and
ELECTRICAL LOCAL 702
and
IRON WORKERS LOCAL 392
and
BRICKLAYERS LOCAL 8
and
CEMENT FINISHERS LOCAL 143
and
SHEET METAL WORKERS LOCAL 268**

THIS AGREEMENT, entered into this 17 day of April, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, Readiness and Regulatory Division, U.S. Army Corps of Engineers, St. Louis District, and the Laborers Local 773, represented by the Business Manager; the Plumbers Local 551, represented by the Business Manager; the Carpenters Local 636, represented by the Business Manager; the Operators Local 318, represented by the Business Manager; the Electrical Local 702, represented by the Business Manager; the Iron Workers Local 392, represented by the Business Manager; the Bricklayers Local 8, represented by the Business Manager; the Cement Finishers Local 143, represented by the Business Manager; and the Sheet Metal Workers Local 268, represented by the Business Manager (hereinafter the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Rend Lake which includes recreational opportunities for the public, and

WHEREAS, the replacement of a picnic shelter at North Sandusky Recreation Area on Rend Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in constructing this picnic shelter, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this picnic shelter available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide labor in the construction of the picnic shelter, and demolition of two older shelters, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partners and apply those contributions to the Project, and

WHEREAS, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partners agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean demolition of Shelters 4 and 5 at North Sandusky Recreation Area, and installation of a 30' x 40' picnic shelter with a concrete floor and concrete sidewalk leading from the parking lot to the shelter in the North Sandusky Recreation Area on Rend Lake. The Project will also include the installation of a grill, an ADA accessible drinking fountain, and all associated site preparation and ground work.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the project.

c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), shall expeditiously obtain materials and supplies necessary for the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under

contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide materials, supplies, equipment, construction oversight, and additional labor as necessary. Upon completion of the Project, the Government shall be responsible for all maintenance activities.

c. The Partners shall provide in-kind service labor to install the shelter and utilities, drinking fountain, grill, and sidewalk. The Partners shall also provide in-kind service labor to tear down Shelters 4 and 5.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet any Partner's total project costs (in-kind services) under this Agreement.

g. The Partners shall not use Government- supplied materials and equipment, or allow their use, for other than authorized Project purposes.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partners and a current projection of total project costs. On the effective date of this Agreement, total project costs are projected to be \$76,100, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$22,600 worth of In-Kind Services, as shown in Appendix A. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

b. The Partners shall provide services required under Article II c. of this Agreement based on funding availability.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partners with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative

dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partners each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

Each Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time any Partner fails to fulfill its obligations under this Agreement, the Chief of Operations shall terminate this Agreement or suspend future performance under this

Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partners, and 60 calendar days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partners elect to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, all parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partners:

Laborers Local 773
Kevin L. Starr
5102 Ed Smith Way
Marion, IL 62959

Plumbers Local 551
Eric Perkins
PO Box 156
West Frankfort, IL 62896

Carpenters Local 636
Hawk Kershaw
314 Main Street
Mt. Vernon, IL 62864

Operators Local 318
Dee Stahlhut
8963 Crenshaw Road
Marion, IL 62959

Electrical Local 702
Steve Hughart
106 N Monroe Street
West Frankfort, IL 62896

Iron Workers Local 392
John Herrington
2995 Kingshighway
East St. Louis, IL 62201

Bricklayers Local 8
Roy Peebels
PO Box 277
West Frankfort, IL 62896

Cement Finishers Local 143
Keith Hancock
3301 Boardwalk Drive
Champaign, IL 61822

Sheet Metal Workers Local 268
Mike Davis
2701 N 89th Street
Caseyville, IL 62232

If to the Government: U.S. Army Corps of Engineers
Rend Lake
Kevin Curran
11981 Rend City Road
Benton, IL 62812

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief of Operations, St. Louis District.

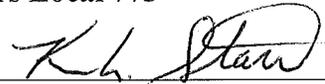
The Department of the Army

U.S. Army Corps of Engineers
St. Louis District

BY: 
Lou Dell'Orco
Chief of Operations, Readiness and
Regulatory Division

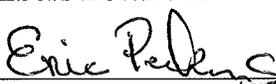
DATE: 4/17/2015

Laborers Local 773

BY: 
Kevin L. Starr
Business Manager

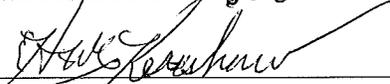
DATE: 4-15-15

Plumbers Local 551

BY: 
Eric Perkins
Business Manager

DATE: 5-20-2015

Carpenters Local 638 636

BY: 
Hawk Kershaw
Business Manager

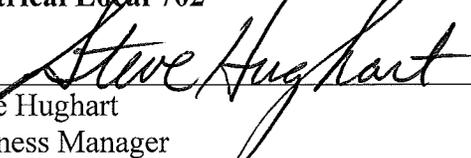
DATE: 5-27-15

Operators Local 318

BY: 
Dee Stahlhut
Business Manager

DATE: 5/15/2015

Electrical Local 702

BY: 
Steve Hughart
Business Manager

DATE: 6-4-15

Iron Workers Local 392

BY: 
John Herrington
Business Manager

DATE: 5-20-2015

Bricklayers Local 8

BY: _____
Roy Peebles
Business Manager

DATE: _____

Cement Finishers Local 143

BY: Keith Hancock
Keith Hancock
Business Manager

DATE: 5-21-2015

Sheet Metal Workers Local 268

BY: Mike Davis
Mike Davis
Business Manager

DATE: 5/21/2015

APPENDIX A

Challenge Partnership Financial Work Sheet

Corps Project Name: Rend Lake

Work Project Title: North Sandusky Shelter 4 and 5 Replacement

POC Name: Jim Ford

Address: 11981 Rend City Road

City: Benton

State: IL

Zip Code: 62812

Telephone: 618 - 724 - 2493

Location on Project: North Sandusky

Partner Organization 1: Laborers Local 773

POC Name: Kevin Starr

Address: 5102 Ed Smith Way

City: Marion

State: IL

Zip Code: 62959

Telephone: 618 - 993 - 5773

Partner Organization 2: Plumbers Local 551

POC Name: Erik Perkins

Address: PO Box 156

City: West Frankfort

State: IL

Zip Code: 62896

Telephone: 618 - 937 - 1363

Partner Organization 3: Carpenters Local 636

POC Name: Hawk Kershaw

Address: 314 Main Street

City: Mt. Vernon

State: IL

Zip Code: 62864

Telephone: 618-242-3470

Partner Organization 4: Operators Local 318

POC Name: Dee Stahlhut

Address: 8963 Crenshaw Road

City: Marion

State: IL

Zip Code: 62959

Telephone: 618 - 993 - 0318

Partner Organization 5: Electrical Local 702

POC Name: Steve Hughart

Address: 106 N Monroe Street

City: West Frankfort

State: IL

Zip Code: 62896

Telephone: 618 - 932 - 2102 x226

Partner Organization 6: Iron Workers Local 392

POC Name: John Herrington

Address: 2995 Kingshighway

City: East St. Louis

State: IL

Zip Code: 62201

Telephone: 618-874-0313

Partner Organization 7: Bricklayers Local 8

POC Name: Roy Peebles

Address: PO Box 277

City: West Frankfort

State: IL

Zip Code: 62896

Telephone: 618 - 937 - 1000

Partner Organization 8: Cement Finishers Local 143

POC Name: Keith Hancock

Address: 3301 Boardwalk Drive

City: Champaign

State: IL

Zip Code: 61822

Telephone: 618 - 527 - 3816

Partner Organization 9: Sheet Metal Workers Local 268

POC Name: Mike Davis

Address: 2701 N 89th Street

City: Caseyville

State: IL

Zip Code: 62232

Telephone: 618 - 983 - 3371

Proposed start date of work: May 1, 2015

Simple description of work to be accomplished through the partnership: Removal of group picnic shelters 4 and 5 at the North Sandusky Recreation Area. Construct a 30'x40' group picnic shelter in the same area. All work provided by the Partners will be in-kind services utilizing their expertise and knowledge of each trade. The Corps will create a timeline, keep the project moving, and procure all supplies, materials, and equipment needed to complete the project.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Laborers	Plumbers	Carpenters	Operators
Salaries	\$7,500	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$10,000	\$30,000	\$0	\$0	\$0	\$0
Equipment Use	\$6,000	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$5,000	\$1,100	\$2,500	\$5,700
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$23,500	\$30,000	\$5,000	\$1,100	\$2,500	\$5,700
Share of Total Cost	31.0%	39.4%	6.6%	1.4%	3.3%	7.5%

	Electricians	Iron Workers	Cement Finishers	Sheet Metal Workers	Bricklayers	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$7,500
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$40,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$6,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$1,100	\$3,000	\$1,400	\$1,800	\$1,000	\$22,600
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,100	\$3,000	\$1,400	\$1,800	\$1,000	\$76,100
Share of Total Cost	1.4%	3.9%	1.8%	2.4%	1.3%	100%

Explanations:

Handshake funds will purchase the new metal shelter package, picnic grill, drinking fountain and electrical supplies.

Corps funds will purchase concrete and miscellaneous supplies and materials, salaries for the oversight and planning and equipment rental.

Partners will supply all in-kind service to complete the project.

**ADDENDUM TO
CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
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WHEREAS, the Bricklayers Local 8 has elected to not sign the Challenge Partnership Agreement for the Rend Lake North Sandusky Picnic Shelter project, due to the inability to fulfill their In-Kind Services contribution as per the agreement and has been removed as a partner.

WHEREAS, as of 16 June 2015, total project costs have been revised and are now projected to be \$75,100.00, and the Partners' contribution required under Article II.c. of the Challenge Partnership Agreement are projected to be \$21,600.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.