

City Clerk

From: alan spesard <aspesard@hotmail.com>
Sent: Wednesday, July 22, 2020 9:42 AM
To: City Clerk
Cc: Park Commissioner; mshanks@mac.com; Mayor Jeff Johnson; Street Commissioner
Subject: Re: Streetscape

Over the last several years, the Mayor Johnson, Street/Public Improvement Commissioner Schafer, the Main Street Committee and I have discussed providing planters, land scaping, benches, trash cans, decorative railing, business placques and other items. No final decision has been made on these items, as yet. So none of these items are in the current streetscape contract with Kinney Contractors.

There was agreement to hire a landscape company to provide plants in the landscape areas. This is to occur after Kinney Contractors is complete. I believe we were hoping that the Commissioner of public property Shanks and Commissioner of Street/Public Improvement Schafer would share the "maintenance" duties associated with the landscaped areas.

There is also agreement to apply for more funding to extend the streetscape to the east to E. Washington street (around the circle) and to the west to Walnut Street.

The main street committee has not met for several years due to the numerous delays and changes to the project. So I would consider that committee abandoned.

I would recommend a new committee be formed (very soon) to discuss these additions. I would be happy to be apart of that committee if the Council so desires.

Let me know what you think.

thanks

alan

From: City Clerk <cityclerk@shelbyvilleil.net>
Sent: Tuesday, July 21, 2020 2:13 PM
To: alan spesard <aspesard@hotmail.com>
Cc: Park Commissioner <parkcom@shelbyvilleil.net>; mshanks@mac.com <mshanks@mac.com>
Subject: Streetscape

Alan,

Do you know if any planters, trees, benches, trash cans, signs, etc. are planned to be installed downtown during the Streetscape Project? Com. Shanks needs to plan how his departments will facilitate the maintenance on any items installed downtown.

Thanks for your help.

Thank you,

Rachel Wallace

City Clerk

City of Shelbyville

217/774-5531

cityclerk@shelbyvilleil.net

City Clerk

From: alan spesard <aspesard@hotmail.com>
Sent: Friday, July 17, 2020 2:44 PM
To: Mayor Jeff Johnson; City Clerk
Subject: Chautauqua spec.s
Attachments: doc20200717144644.pdf

Categories: Blue category

Jeff,

per your request, attached are recommended additions to the Chautauqua bid documents.

I did not specifically review the technical scope of work.

I did add the cya stuff to protect the city.

alan

Note: This package assumes we are bidding all items and awards to one contractor

RETURN WITH BID

NOTICE TO BIDDERS

County Shelby
Local Public Agency Shelbyville
Section Number Chautauqua - 001
Route _____

Sealed proposals for the improvement described below will be received at the office of City Clerk,
170 East Main Street, Shelbyville, Illinois 62565 until _____ on _____
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
170 East Main Street, Shelbyville Illinois 62565 at _____ on _____
Address Time Date

DESCRIPTION OF WORK

Name Repair Chautauqua Length: _____ feet (_____ miles)
Location City Park
Proposed Improvement Repair structure, specific trusses, exterior wall, roof and other related work as
indicated in the attached specifications

1. Plans and proposal forms will be available in the office of City Clerk
170 East Main Street, Shelbyville Illinois 62565
Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification~~ (do not use for federally funded projects)
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Shelby
 Local Public Agency City of Shelbyville
 Section Number Chautauqua -001
 Route _____

1. Proposal of _____
 for the improvement of the above section by the construction of repair structure, specific trusses, exterior wall, and other related work as indicated in the attached specifications
 a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.
2. The plans for the proposed work are those prepared by _____ and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 12/31/2020 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
 City _____ Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

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SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County Shelby

Local Public Agency City of Shelbyville

Section Chautauqua - 001

Route

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

[illegible]

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CONTRACTOR CERTIFICATIONS

County Shelby
Local Public Agency Shelbyville
Section Number Chautauqua - 001
Route _____

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

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SIGNATURES

County Shelby
Local Public Agency Shelbyville
Section Number Chautauqua - 001
Route _____

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President

Secretary

Treasurer

Attest: _____
Secretary



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route _____
County Shelby
Local Agency City of Shelbyville
Section Chautauqua

PAPER BID BOND

WE _____ as PRINCIPAL,

and _____ as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)

(Company Name)

By: _____
(Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____
(Signature of Attorney-in-Fact)

(Name of Surety)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

CHECK SHEET #LRS6

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002
Revised: January 1, 2015

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

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- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the

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summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

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Amount Bid	Proposal Guaranty
Up to	\$5,000
>\$5,000	\$10,000
>\$10,000	\$50,000
>\$50,000	\$100,000
>\$100,000	\$150,000
>\$150,000	\$250,000
>\$250,000	\$500,000
>\$500,000	\$1,000,000
>\$1,000,000	\$1,500,000
>\$1,500,000	\$2,000,000
>\$2,000,000	\$3,000,000
>\$3,000,000	\$5,000,000
>\$5,000,000	\$7,500,000
>\$7,500,000	\$10,000,000
>\$10,000,000	\$15,000,000
>\$15,000,000	\$20,000,000
>\$20,000,000	\$25,000,000
>\$25,000,000	\$30,000,000
>\$30,000,000	\$35,000,000
Over	\$35,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to

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Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a

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copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide."

CHECK SHEET #LRS11

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

CHECK SHEET #LRS11

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CHECK SHEET #LRS12

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999
Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general

CHECK SHEET #LRS12

prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
SELECTION OF LABOR

Effective: January 1, 1999
Revised: January 1, 2012

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

CHECK SHEET #LRS17

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
SUBSTANCE ABUSE PREVENTION PROGRAM

Effective: January 1, 2008
Revised: January 1, 2014

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Substance Abuse Prevention Program. Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Shelbyville, 170 East Main Street, Shelbyville Illinois 62565

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or enactments as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or which may have affect over the work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the State and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order, or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Worker's Compensation Insurance. Prior to the approval of his/her contract by the Department, the Contractor shall furnish to the Department certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4(a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the Specifications, and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the Department, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the contract.

107.03 Employment Preference. The Contractor shall comply with the "Veterans Preference Act" as amended. The foregoing requirements shall not be applied to discriminate or give preference to veterans of a district over veterans of any political jurisdiction, state, possession, or territory of the United States on Federal-Aid projects.

107.04 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Contractor before entering upon the right-of-way of a railroad for the performance of any construction work, or work preparatory thereto, shall secure permission from the Railroad Engineer for the occupancy and use of the railroad's right-of-way outside the limits of the railroad grade separation structure or grade crossing; and, in addition, the Contractor shall confer with the Railroad Engineer relative to railroad requirements for clearances, operation, and general safety regulation.

107.05 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Department indemnity from and against all claims for infringement, and shall include the cost of such agreement

Art. 107.06 Legal Regulations and Responsibility To Public

in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the Department, to furnish said Department with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Department may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Department from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the Department for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

107.06 Restoration of Surfaces Opened by Permit. Any individual, firm, partnership or corporation wishing to make an opening in the surface must secure a permit from the Department, and the Contractor shall not allow any person to make an opening unless a duly authorized permit from the Department is presented. Upon the presentation of a duly authorized permit, the Contractor shall allow parties bearing such permits to make openings in the surface. The Contractor shall, if ordered by the Engineer in writing, make, in a manner approved by the Engineer, all necessary repairs to such openings, and such necessary work ordered by the Engineer will be paid for as extra work as provided in Article 109.04.

107.07 Federal Aid Provision. When the United States Government pays all or any portion of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor, and the work shall be subject to the inspection of the appropriate Federal agency.

Such inspection shall in no sense make the Federal Government a party to this contract and will in no way interfere with the rights of either party hereunder.

107.08 Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the Contractor's employees and Department representatives as may be necessary to comply with the requirements of the State and Local Boards of Health, or of other authorities having jurisdiction.

107.09 Public Convenience and Safety. The Contractor shall notify the Engineer at least three days in advance of the starting of any construction work which might in any way inconvenience or endanger traffic, so arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and residents along the highway shall be provided for in an adequate and satisfactory manner. When directed by the Engineer, the Contractor shall provide and maintain an acceptable surface aggregate for temporary roads and approaches for access to driveways, houses, buildings, or other property abutting the highway or street being improved. The cost incurred by the Contractor for providing temporary roads will be paid for as extra work as provided in Article 104.02.

The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

No broken pavement, open holes, trenches, barricades, cones, or drums will remain on or adjacent to the traveled way and all lanes shall be opened to traffic during any legal holiday period, except where major bridge construction and/or other roadway reconstruction (excluding patching and resurfacing) requiring overnight lane closures would make it impractical. The legal holidays will include:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The length of the holiday period shall vary as follows, depending on the day of the week the legal holiday falls on or is observed.

Day of Holiday	Length of Holiday Period
Sunday	3 p.m. Friday – 11:59 p.m. Monday
Monday	3 p.m. Friday – 11:59 p.m. Monday
Tuesday	3 p.m. Friday – 11:59 p.m. Tuesday
Wednesday	3 p.m. Tuesday – 11:59 p.m. Wednesday
Thursday	3 p.m. Wednesday – 11:59 p.m. Sunday
Friday	3 p.m. Thursday – 11:59 p.m. Sunday
Saturday	3 p.m. Thursday – 11:59 p.m. Sunday

On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.

When work is performed on structures over pedestrians or any type of traffic, the Contractor shall protect the pedestrians and/or traffic from falling objects and materials.

The following vertical and horizontal restrictions shall pertain to roads as defined in the Illinois Highway Code, Article 2, Division 1, Section 2-101 when construction is being performed with the road open to traffic.

In the event that any construction work will create a horizontal or vertical clearance restriction or will cause a reduction in the existing vertical or horizontal clearance on the highway under construction, the Contractor shall notify the Engineer (in writing) one week in advance of performing the work involved.

Notification of horizontal clearance changes shall include those in which the existing lane width is reduced. Notification of vertical clearance changes shall include all vertical changes regardless of the height involved. Notifications shall include both permanent and temporary changes.

In the event that the vertical clearance to any road surface will become less than 14.5 ft (4.4 m), the Contractor (in addition to the aforementioned notifications) shall furnish and install "LOW CLEARANCE" signs and any required advance warning signs according to the current edition of the State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, said signs to be placed at locations designated by the Engineer. The designated signs shall be required for permanent clearance changes and for temporary features such as safety nets and false work when the road is open to traffic. When temporary features are to be removed or revised, the Contractor shall again notify the Engineer as provided herein and shall revise the signs to indicate the revised clearance condition.

Except for the cost of providing temporary roads and approaches, all labor, materials, and equipment required to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. These requirements shall not reduce the obligations of the Contractor concerning traffic control and responsibility to the public as provided for in the plans and elsewhere in the Specifications or Special Provisions.

107.10 Temporary Railroad Grade Crossing. The Contractor shall make arrangements with the Railroad for the construction, protection, maintenance, and later removal of any temporary grade crossings, across the tracks of the Railroad necessary for the use of the Contractor during the construction of the improvement. The Contractor shall not at any time cross the Railroad's right-of-way or tracks with vehicles or equipment of any type or character, except at such temporary grade crossing as may be constructed according to a separate private crossing agreement, for which the Railroad shall be reimbursed in the full amount of all costs incurred, and as specified herein, or at an existing open public grade crossing. The Contractor shall reimburse the Railroad promptly for the cost of such work, including travel and other expenses involved in furnishing personnel, based on bills rendered monthly or less frequently. The cost of such temporary grade crossing construction, protection, maintenance, and later removal shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

107.11 Insurance Requirements for Railroad-Highway Crossings. For all railroad-highway grade separation work and selected at-grade crossings as indicated in the contract proposal, the Contractor shall obtain Railroad's Protective Liability and Property Damage Liability Insurance according to the requirements specified hereinafter.

Upon receipt of Certificates of Insurance from the Contractor evidencing the required insurance coverages, the Department will request approval of the insurance and permission to enter upon the Railroad's right-of-way from the Railroad and will advise the Contractor of the approvals. No work shall be performed on the Railroad's right-of-way until the Contractor has received written notice from the Department that the policy has been approved. Failure on the part of the Contractor to secure approval of the insurance shall be just cause for the cancellation of the award and forfeiture of the proposal guaranty to the State, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

The Contractor, with respect to the operations he/she or any subcontractors perform, will be required to carry in the name of and on behalf of each Railroad

involved, Railroad Protective Public Liability and Property Damage Liability Insurance (ISO Form) in limits not less than \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy. This insurance shall be according to the form as provided for and to be furnished by the Department. Copies of this form will be furnished on request and no substitutes will be accepted. The Contractor shall furnish the Department the original and one certified copy of the policy.

107.12 Protection of Railroad Traffic and Property. All work to be done by the Contractor on the Railroad's right-of-way shall be performed in a manner satisfactory to the Railroad Engineer. The work shall be performed at such times and in such a manner as not to unnecessarily interfere with the movements of trains or traffic upon the tracks of the Railroad. The Contractor shall use all reasonable care and precaution in order to avoid accidents, damage, delay, or interference with the Railroad's trains or other facilities.

The Contractor shall make provisions satisfactory to the Railroad Engineer against disturbing, in any manner, the Railroad embankment, structures, and tracks during construction. If the work to be performed by the Contractor shall, as determined by the Railroad Engineer, weaken or undermine the Railroad embankment, structures, or tracks, then the said work shall be stopped, upon notice so to do, and the forces of the Railroad will proceed with the performance of the work of strengthening the Railroad embankment, structures, or tracks; and the actual cost thereof shall be borne by the Contractor. Should any damage occur to Railroad property as a result of the Contractor's unauthorized or negligent operations, the Railroad may repair such damages and/or perform any work for protection of its property it may deem necessary and the actual cost thereof shall be borne by the Contractor.

The services of Railroad flaggers will be required when the Contractor's operations will encroach on or over the Railroad's right-of-way: (a) during the excavation, placing, and removal of cofferdams or sheeting, driving of foundation piling and placing of concrete footings for piers adjacent to the track; (b) driving of pile bents adjacent to the track; (c) construction of the permanent structure including erection and removal of falsework, bracing, or forms over or adjacent to the track; (d) transporting material or equipment across the track; (e) any operations involving direct interference with and/or coming in the close vicinity of power lines or Railroad signal and communication lines, underground cables, fuel oil facilities, or pipe lines which might result in fire or damage to such facilities to endanger Railroad operations, or to endanger the public in the transacting of business on Railroad right-of-way; (f) fouling of operating clearances or reasonable probability of accidental hazard to Railroad traffic; (g) during removal of portions of existing structures immediately over or adjacent to a track; and (h) at all other times when the Railroad Engineer has determined conditions require such protection and the Engineer has determined conditions warrant such protection and has approved the request.

As soon as possible, the Contractor shall furnish the Railroad with the approximate dates flagging services are needed. The approximate date of initiation of flagging services shall be at least 30 calendar days after notification. The Contractor shall also notify the Railroad at least 48 hours in advance of the actual initiation and termination of flagging services.

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The Contractor shall pay the costs of Railroad flaggers required for transporting material or equipment across the track. These costs shall be considered as included in the contract unit prices bid for the various items of work involved. All other Railroad flagger costs will be incurred by the Department.

When the contract includes Railroad grade separation work, the Contractor shall conduct work so as to cause no temporary or permanent reduction of the existing vertical clearance over the top of high rail or temporary or permanent obstruction in an area affording a minimum horizontal clearance of 8.5 ft (2.60 m) on each side of the centerline of any track, measured at right angles thereto. No materials, supplies, or equipment shall be stored within 15 ft (4.5 m) of the centerline of any track, measured at right angles thereto. If lesser clearances than the above are required for any part of the work, the Contractor shall secure written authorization from the Railroad Engineer for such lesser clearances not less than five days in advance of the start of that part of the work, provided permission has been obtained from the Illinois Commerce Commission. The cost of conforming to these requirements shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

107.13 Bridges Over Navigable Waters. All work on navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and that the existing navigable depths will not be impaired, except as allowed by permit issued by the authority having jurisdiction over the navigable waters.

107.14 Maintenance of Traffic. When work zone traffic control is required along the route under construction, or when any section of road is closed for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work, the Contractor shall protect the workers and provide for safe and convenient public travel by providing adequate traffic control. The traffic control shall conform to the Traffic Control Plan, included in the contract, and to the requirements of Section 701.

107.15 Dirt on Pavement or Structures. Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Engineer.

The Contractor shall furnish, erect and maintain "SLIPPERY WHEN WET" signs at such locations, when required during wet weather.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.16 Equipment on Pavement and Structures. The pavement and structures on or adjacent to the work shall be protected, in a manner satisfactory to the Engineer, from damage by lugs or cleats on treads or wheels of equipment. All equipment used in the prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois when moved over or operated on any pavement or structure unless permission in writing has been issued by the Engineer. Before using any equipment which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of

stresses to determine whether or not the proposed loading would be within safe limits. The Department will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

107.17 Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1000 ft (300 m) from the road or from any building or camping area or place of human occupancy.

The Contractor shall notify each public utility company having structures in proximity to the site of work of the intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they deem necessary to protect their property from injury.

107.18 Use of Fire Hydrants. If the Contractor desires to use water from hydrants, the Contractor shall make application to the proper authorities, and shall conform to the municipal ordinances, rules, or regulations concerning their use.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules, or regulations, or within 5 ft (1.5 m) of a fire hydrant, in the absence of such ordinances, rules, or regulations.

107.19 Unexpected Regulated Substances. If the Contractor encounters or exposes during construction any abnormal condition which may indicate the presence of a regulated substance, work in this area shall be immediately discontinued and the Engineer shall be notified. A regulated substance is a hazardous substance, special waste or petroleum or any fraction thereof, as those terms are defined in the Illinois Compiled Statutes.

Abnormal conditions include, but will not be limited to, the following: presence of underground storage tanks or barrels; discolored earth, metal, wood, etc.; visible fumes; obnoxious or unusual odors; excessively hot earth; smoke; or any other condition which appears abnormal and could be a possible indicator of regulated substances. The conditions shall be treated with extraordinary caution. Appropriate action shall be taken to ensure public and employee safety.

The Contractor's operation shall not resume until directed by the Engineer. The Department may contact the IEMA and/or the IEPA. Removal and disposal operations shall be according to Section 669.

Should the disposition of waste material require special procedures by certified personnel, the Department will make arrangements with qualified persons to dispose of the material. If the Department provides for removal and disposal operations by

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forces other than the Contractor's and arranges for the Contractor to pay all costs in connection therewith, the Contractor will be reimbursed according to Article 109.05.

Disposition of the regulated substances shall be made according to the requirements and regulations of the IEPA. Any waste generated as a special waste or hazardous waste shall be manifested off-site using the Department's county generator number. An authorized representative of the Department will sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be disposed of off-site at a facility permitted by the IEPA without a manifest, a special waste transporter, and a generator number.

The Contractor shall abide with the Response Action Contractor Indemnification Act of the Illinois Compiled Statutes.

When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply. When the Contractor performs necessary work required to dispose of these materials, payment will be made at the contract unit price for items applicable to such work, or payment will be made according to Article 104.02.

107.20 Protection and Restoration of Property. If corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish the Engineer with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the work, for which the contract does not provide for removal or specify precautions. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until the owner, or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall notify the Engineer of the presence of any such survey or property monuments as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in his/her manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at no additional cost to the Department, restore such property to a condition

equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Engineer may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Department and the Contractor.

The Contractor shall remove all mailboxes within the limits of construction which interfere with construction operations and shall erect them at temporary locations.

As soon as construction operations permit, the Contractor shall set the mailboxes at their permanent locations. This work shall be performed as directed by the Engineer. The Contractor shall replace, at no additional cost to the Department, any mailbox or post which has been damaged by the Contractor's operations.

The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

107.21 Protection and Preservation of Aboriginal Records and Antiquities. The Contractor shall take reasonable precautions to avoid disturbing aboriginal records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of the Engineer. When such objects are uncovered unexpectedly, the Contractor shall notify the Engineer of their presence and shall not disturb them until written permission to do so is granted.

If it is determined by the Engineer, in consultation with the Illinois Historic Preservation Agency, that exploration or excavation of aboriginal records or antiquities on land owned or leased by the State is necessary to avoid loss, the Contractor shall cooperate in the salvage work attendant to preservation. If the Engineer determines the salvage work will delay the Contractor's work, an appropriate extension of contract time will be granted.

107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas. All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map

submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02.

- (a) Archaeological Resources. If potentially significant archaeological resources are identified, the Contractor shall have the option of choosing another site or paying for additional archaeological testing. If the Contractor chooses the option of additional testing, the Engineer will obtain a time and cost proposal for the Contractor's approval prior to the testing work being done. The archaeological testing may result in two possible conclusions:
 - (1) Results of the tests show that no further archaeological work is warranted and the site is approved, or
 - (2) Results of the test indicate that data recovery is warranted and the Contractor shall have the option of selecting another location or paying for the salvage operations.

If the area is approved as a borrow area, use area, and/or waste area, the Contractor shall obtain as part of the agreement with the property owner, the release of ownership of any artifacts found on the site. The agreement shall also provide that such artifacts will become the property of the State of Illinois.

The Contractor shall furnish copies of the proposed and final agreement to the Engineer for approval.

In the event hydraulic fill or commercial material from rock quarries, waste material, etc., is to be used, a reconnaissance survey for archaeological resources will be conducted only if disturbance of previously undisturbed areas is required to provide such material.

- (b) Wetlands. If the results of the biological resource reconnaissance survey indicate wetlands may be adversely affected by the proposed borrow area, use area, and/or waste area, the Engineer will not approve the area for use unless the Contractor provides documentation of concurrence from the Illinois Department of Natural Resources in the following:
 - (1) There is no feasible alternative to the proposed action which adversely affects wetlands, and
 - (2) The proposal for use of the area includes all practicable measures to minimize adverse impacts to the wetland and to provide appropriate compensation for any unavoidable adverse impacts.

In addition, when a proposed borrow area, use area and/or waste area may involve the discharge of material into wetlands, the Engineer will not approve

the area for use unless the Contractor provides evidence of necessary permit approval from the U. S. Army Corps of Engineers.

- (c) Threatened and Endangered Species. If the results of the biological resource reconnaissance survey indicate threatened or endangered species or their designated essential habitat may be affected by the proposed borrow area, use area, and/or waste area, the Engineer will not approve the area for use unless the Contractor provides evidence of compliance with the consultation requirements of the Illinois Endangered Species Protection Act and has received from the Illinois Department of Natural Resources one of the following findings.

- (1) The action may promote the conservation of a listed species or its essential habitat, or
- (2) The action is not likely to jeopardize a listed species or its essential habitat.

If the Department of Natural Resources advises the proposed action may be likely to jeopardize a listed species or its essential habitat, the Engineer will not approve the site.

- (d) Forested Areas, Prairies, and Savannahs. If the results of the biological resource reconnaissance survey indicate that forested areas, prairies, or savannahs may be adversely affected by the proposed borrow area, use area, and/or waste area, the Engineer will recommend the Contractor minimize harm to such areas by selecting alternative sites, where practical, and by providing replacement plantings of trees or prairie vegetation, as appropriate. Such plantings may be recommended for the borrow area, use area, and/or waste area, subject to the approval of the property owner, or on highway right-of-way.

107.23 Protection of Streams, Lakes, Reservoirs, Natural Areas, Wetlands, Prairie Areas, Savannahs, and Endangered and Threatened Species. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials. The Contractor shall conduct and schedule operations so as to avoid or minimize siltation of streams, lakes, reservoirs, and wetlands.

Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720".

The Contractor shall not disturb designated natural areas, wetlands, identified locations where State or Federal-listed endangered or threatened species are known to occur, or areas that have been designated as essential habitat for such species, or prairie or Savannah areas where the Department has made commitments for protection of these locations/areas. Also, if previously unidentified natural areas, wetlands, prairies, savannahs, or areas or locations suspected of containing protected species are identified during construction, the Contractor shall not disturb them unless written permission to do so is granted by the Engineer.

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If the Engineer determines measures are necessary to mitigate project effects on natural areas, wetlands, prairies, savannahs, protected species, or essential habitat located on land owned or leased by the State, the Contractor shall cooperate in accomplishing these measures.

107.24 Forest Protection. In carrying out work within or adjacent to State or National Forests, the Contractor shall comply with all regulations of the State Fire Marshall, Conservation Commission, Forestry Department, or other authority having jurisdiction governing the protection of forests and the carrying out of work within forests, and shall observe all sanitary laws and regulations with respect to the performance of work in the forest areas. The Contractor shall keep the areas in an orderly condition; dispose of all refuse; and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures according to the requirements of the Forest Supervisor.

The Contractor shall take all reasonable precaution to prevent and suppress forest fires and shall require employees and subcontractors, both independently and at the request of Forest officials, to do all within their power to prevent and suppress and to assist in preventing and suppressing forest fires and to make every possible effort to notify a Forest official at the earliest possible moment of the location and extent of any fire seen by them.

107.25 Protection and Restoration of Traffic Signs. All traffic signs within the limits of construction which interfere with construction operations or which are obscured by or otherwise interfered with by the construction operations to the extent that they no longer have the desired effect on traffic, shall be removed by the Contractor when directed by the Engineer. Any such signs the Engineer determines are essential to the safe and orderly flow of traffic shall be re-erected immediately by the Contractor at temporary locations in a manner approved by the Engineer.

The Contractor shall maintain the signs in a straight and neat condition for the duration of the temporary mounting. Signs which are not to be re-erected immediately shall be stored off the ground in a covered area. As soon as construction operations permit, the signs shall be replaced at their permanent locations to the satisfaction of the Engineer.

Any sign or post which the Engineer determines has been damaged due to the construction operation or while in storage shall be replaced by the Contractor.

The costs of all materials required and all labor necessary to comply with this Provision will be considered as included in the unit bid prices of the contract and no additional compensation will be allowed.

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the Department, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on

account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the Department or its officers, employees, or agents.

In claims against the Department or any individual indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker's Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Department for the payment thereof, may be retained by the Department for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

107.27 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers Compensation and Employers Liability.

- (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

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(2) Employers Liability.

a. Each Accident	\$500,000
b. Disease-policy limit	\$500,000
c. Disease-each employee	\$500,000

- (b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

(1) General Aggregate Limit \$2,000,000

(2) Products-Completed Operations

Aggregate Limit \$2,000,000

(3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Department, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Department may accept a separate owner's protective liability policy in lieu of the Department, its officers, and employees being insureds on the Contractor's policies.

- (c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage
Liability Limit Each Occurrence \$1,000,000

- (d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the Department before the Department will

execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the Department for a ruling of acceptability. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.

107.28 Contractor Safety Responsibility. Nothing in this contract or the contracts between the Department and any construction engineering consultant(s) is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the Department, the construction engineering consultant(s), and the officers and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding work place safety.

In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Department a safe work place shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other work place safety act of this State, or other work place safety requirement of the Federal Highway Administration if the contract is funded in part with federal funds. The Contractor agrees to require this work place safety guarantee of all subcontractors according to Article 108.01, and expressly to require the Department to be a third party beneficiary of each guarantee.

107.29 Opening of Section of Highway to Traffic. The work under construction shall not be opened to traffic until authorized by the Engineer in writing. The Department reserves the right to use and to open to traffic any portion of the work before completion of the entire work when the Engineer determines that an early opening is in the interest of the public or when the Contractor has failed to prosecute the work continuously and efficiently. Such opening shall not be construed as an acceptance of the work, or any part of it, or cause for the Department to incur any liability to the Contractor for any additional costs, except as provided in Article 107.30 or otherwise expressly provided in the contract.

Whenever the Contractor is required to open to traffic all of the work or any portion thereof according to the authorization of the Engineer given herein, the Contractor shall conduct the remainder of the construction operations so as to cause

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the least obstruction to traffic and according to the traffic control plan established in the contract or by the Engineer.

107.30 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all work of the contract, including work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work until the date of final inspection is provided in writing to the Contractor, by the Department according to Article 105.13. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace, and make good all lost, destroyed, or damaged work to the condition required by the contract and shall bear all the expense and costs to do so, except when the Engineer determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy, or an act of a governmental authority. This exception shall not apply should the Engineer determine that the loss, destruction, or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and Department understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and Department agree that the Engineer will determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the Engineer shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the Engineer as to coverage by this exception and the amounts eligible for reimbursement, and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Illinois Court of Claims and hereby waives the same.

The provisions of this Article shall not apply to damage caused by traffic on sections not constructed under traffic but, opened to traffic by written order of the Engineer according to Article 107.29 to serve the public interest unless the damage was caused in whole or in part by the Contractor's operations or negligence. If the Contractor has failed to prosecute the work continuously and efficiently or, if the Contractor has failed to prosecute work appurtenant to the roadway such as shoulders, drainage structures, or other features of the work not directly related to safe flow of traffic, and the Engineer orders the work opened to traffic, the Contractor shall not be relieved of responsibility for the work pursuant to this Article. On sections constructed under traffic, the provisions of this Article shall not apply to damage caused by traffic to facilities existing in the roadway prior to the execution of the contract, to damage caused by traffic to existing highway facilities that are not subject to the work of the contract, or to damage to portions of the work that have been approved by the Engineer according to this Article, unless the damage was caused in whole or in part by the Contractor's operations or negligence or the contract special provisions require the Contractor to protect and maintain existing facilities. For purposes of this Article, sections constructed under traffic shall mean construction or reconstruction on existing roadways and structures where traffic is maintained in whole or in part through and/or within the contract limits by staged construction, lane closures, or other traffic control.

The Contractor may request in writing that the Department assume responsibility to protect and maintain any portion of the work that has been completed in all respects with the requirements of the contract subject to the approval of the Engineer. Portions of work that the Contractor may request the Engineer to approve under this article for relief from maintenance and protection are limited to the following.

- (a) Not less than a one-quarter mile continuous length of roadway including shoulders, drainage control facilities, planned roadway protection work, lighting and any required traffic control and access facilities.
- (b) A bridge, a box culvert, or a retaining-wall that is not part of a one-quarter mile of continuous roadway.
- (c) A full intersection or interchange including all shoulders, drainage control facilities, planned roadway protection work, lighting and any required traffic control, and access facilities.
- (d) A full intersection traffic control light system or a one-quarter mile length highway lighting system not eligible as part of a one-quarter mile continuous roadway or full intersection or interchange.

When the road is open to traffic, this request may include, subject to the approval of the Engineer, safety-related hardware items such as impact attenuators, signs, markers, and light standards having traversable, frangible, or breakaway bases; guardrail and terminal sections; high tension cable median barrier and bridge railing at each separate location. Any approval granted may alter or limit the part of the work subject to the approval. After the date of written approval, the Contractor shall be relieved of the responsibility to protect and maintain the work subject to the approval and shall not be responsible for the correction of any damage or the performance of any maintenance work in the areas subject to the approval, except that caused in whole or in part by Contractor operations within the limits of the project or negligence. When damage to the work subject to the approval occurs and it is determined the Contractor is not responsible, the Engineer may order repairs to the work by the Contractor and payment will be made according to Article 109.04. Any approval granted under this Article shall neither constitute final acceptance of any of the work nor be construed to be substantial completion thereof, and the work covered by any approval shall continue to be subject to final inspection and acceptance in accordance with the terms of the contract. Repairs to work subject to the approval required due to defective materials or workmanship or caused in whole or in part by Contractor operations or negligence, shall be performed at no additional cost to the Department.

During periods of suspension in accordance with Article 108.07 or other discontinuance of work from any cause whatever, the Contractor shall continue to be responsible for the work as provided in this Article and shall take such precautions as may be necessary to prevent damage to the work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his/her expense, except as otherwise provided in Article 108.07. During such period of suspension or discontinuance of work, the Contractor shall properly and continuously maintain, in an acceptable growing condition, all living material in newly established plantings, seedings, and soddings furnished under his/her contract, and shall take

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adequate precautions to protect new tree growth and other important vegetative growth against injury.

Additional responsibilities and maintenance for electrical work shall be according to Articles 801.11 and 801.12.

107.31 Reserved.

107.32 Furnishing Right-of-Way. The Department will make available all necessary rights-of-way in advance of construction. Any exceptions will be indicated in the contract.

Any temporary easement area shall be used only for the purpose of highway construction for which it was obtained. If the Contractor wishes to use a temporary easement area for such things as equipment and material storage, he/she shall obtain written approval from the property owner involved and present the written approval to the Engineer before using.

107.33 Personal Liability of Public Officials. In carrying out any of the Provisions of this contract or in exercising any power or authority granted to the Engineer thereby, there shall be no personal liability upon the Engineer or authorized representative, it being understood in such matters they act as agents and representatives of the State. By entering into this contract with the Department, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Department for any action or omission done or not done in the course of their administration of this contract. The Contractor agrees to pay all attorney fees and all costs incurred by the Department, its officers, and employees on account of action or suit in violation of this Article.

107.34 No Waiver of Legal Rights. The Department shall not be precluded or estopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; nor the work or materials do not in fact conform to the contract. The Department shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the contract.

A waiver on the part of the Department of any right under the contract or of a breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the contract.

107.35 Construction Noise Restrictions. All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Construction within 1000 ft (300 m) of an occupied residence, motel, hospital, or similar receptor shall be confined to the period beginning at 7 a.m. and ending at 10:00 p.m. This time regulation shall not apply to sawing contraction joints, as required in Article 420.05, maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature.

Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards. Such equipment shall be operated as designated above.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Engineer.

107.36 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by his/her construction activities.

The Engineer may require the implementation of dust control procedures if wind and dry soil conditions reduce visibility on adjacent roads and property. Concerns for health and safety to the public using adjacent facilities will be grounds for the Engineer to request implementation of a dust control plan.

When circumstances warrant, and in the non-attainment areas and "Maintenance" areas, a specific dust control plan shall be developed. Non-attainment and "Maintenance" areas will be published as a special notice in the Service Bulletin. The Contractor and the Department shall meet to review the nature and extent of dust generating activities and cooperatively develop specific types of control techniques appropriate to that specific situation. Sample techniques that may warrant consideration include the following measures.

- (a) Minimize track out of soil onto nearby publicly traveled roads.
- (b) Reduce vehicle speed on unpaved surfaces.
- (c) Cover haul vehicles.
- (d) Apply chemical dust suppressants or water to exposed surfaces, particularly to surfaces on which construction vehicles travel.

Dust control measures as indicated in the Dust Control Plan, or as directed by the Engineer, shall be readily available for use on the project site.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.37 Locations of Utilities within the Project Limits. All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

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- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.

- (1) For utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc., and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of

project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution, and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple

Utility Service	Color
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal location of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:

- (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
- (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

- (b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
- (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

- (c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the

Art. 107.41 Legal Regulations and Responsibility To Public

Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2), or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

- (d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision.

107.41 Construction Air Quality. The Contractor shall comply with the following.

- (a) Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimal impact on adjacent sensitive receptors. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will review and approve the staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- (1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- (2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- (3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- (4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- (5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- (6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- (7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- (8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- (9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

- (b) Diesel Vehicle Emissions Control. All equipment on the jobsite, with engine ratings of 50 hp and above, shall exclusively use Ultra Low Sulfur Diesel (ULSD) fuel (15 ppm sulfur content or less). The term "equipment" refers to any and all diesel powered devices to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subcontracting. The Contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Engineer. Notwithstanding consent to subcontract approved by the Engineer, the Contractor shall perform with the Contractor's own organization, work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. Items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization. "Specialty items" will be those items so designated on the Summary of Quantities included in the plans. The Engineer may request the Contractor provide proof that any proposed subcontractor has the experience, ability, and equipment the work requires.

No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the contract and bonds. All transactions of the Engineer shall be with the Contractor. The Contractor shall have a representative on the job at all times when either contract or subcontract work is being performed.

All requests to subcontract shall contain a certification that the subcontract agreement exists in writing, that the subcontract incorporates by reference the terms and conditions of the contract, and that the subcontract incorporates fully therein the required Federal and State Equal Employment Opportunity provisions and labor Compliance provisions, including the contract wage requirements. The Contractor shall permit Department or Federal representatives to examine the subcontract agreements upon notice.

The Engineer may order the Contractor to remove a subcontractor who does not perform satisfactory work or does not possess the integrity, experience, ability, and

ITEM NO. 1

STRUCTURAL REPAIRS TO THE CHAUTAUQUA AUDITORIUM SCOPE OF WORK

- Repairs/Inspections of the Whole Structure
 - "X" Bracing
 - Attach "X" bracing in third bay with additional fasteners (3-8mm fully threaded screws) to allow them to work in compression and tension
 - Add a saddle, or screws, to secure "X" together where bracing laps
 - Reinforce attachment of LVLs to buckled lumber with full diameter nails (0.131" diam. Min X 3.25" long) at 8" o.c. staggered into the outer two piles on each side (e.g. 4 of the 6 piles...xx-xx)
 - Purlins
 - Lower 2X8 purlins are slightly over-stressed, and, beyond standard "serviceability" limits (e.g. they deflect too much). Deflection, within limits, is a subjective concern though.
 - Eve Plates
 - In locations where posts are being replaced, a portion of the double 3X top plates will also need to be replaced, with laps cut in and staggered in each direction from the corner
 - Tension Plate
 - Clean and inspect for structural integrity.
 - Looks OK but could be rotten or heavily corroded.
 - Rods
 - Inspect all eyes and if need be, weld closed.
- Specific Truss Repairs
 - Truss 1
 - Repair portion of lower and middle rafters (to remove steel/cabling.
 - Truss 3
 - Complete replacement of lower portion of rafters (broken, currently propped with steel post). Stagger replacement into second and third bay (seems for layers should not all be in the same place).
 - Replace Post
 - Rod is twisted. May need to be replaced
 - Truss 4
 - A few of the lower common rafters between trusses 4 and 5 appear to be rotten and will need to be replaced.
 - Truss 5
 - The post appeared to be OK.
 - There may be some rot in the eve plate that needs to be replaced.

- Repair portion of the lower and middle rafters (to remove steel/cabling)
- Truss 7
 - The post top is rotten and should be replaced. Could not tell if it went into the truss or not (or whether this was rotten from before the truss was repaired).
 - The rod has a slight buckle in it. It should be able to be straightened.
- Truss 11
 - Replace post.
 - Complete replacement of lower portion of rafters (broken, currently propped up with a steel post), with replacement of rafters staggered into second and third bay.
 - Rods connecting to the tension ring are buckled and will most likely need to be replaced.
 - Cut a sample and test capacity
 - Rods are upset rods.
- Truss 12
 - The 3rd rafter section is buckled – need to confirm stiffener
- Truss 13
 - Repair a portion of the lower rafters (to remove steel / cabling)
- Truss 14
 - The 3rd rafter section is buckled – need to confirm stiffener
- Truss 15
 - Replace Post
 - Complete replacement of lower portion of rafters (broken, currently propped up with a steel post), with replacement of rafters staggered into the second and third bay.
 - Rods connecting to the tension ring are slightly buckled and should be able to be straightened.
- Truss 16
 - The 3rd rafter section is buckled – need to confirm stiffener.
- Truss 17
 - Replace Post
 - The lower section of the rafter needs to be replaced and scarfed in (rotten heel).
- Truss 18
 - The 3rd rafter section is buckled – need to confirm stiffener
- Truss 19
 - Good. Minimal repairs required. Already repaired.
- Truss 2, 6, 8, 9, 10, 20

- Fascia replacement
- Corner trim post 11
- Hip rafter tail posts 10 & 11
- Corner trim posts 10 & 11
- Exterior wall 11-12
 - 25% siding replacement
 - 1 new windowpane with appropriate glass and glazing
 - Fascia replacement
 - Corner trim post 12
- Exterior wall 12-13
 - 25% siding replacement
 - 12 rafter tail replacement
- Exterior wall 13-14
 - 1 rafter tail replacement
- Exterior wall 14-15
 - Corner trim post 14
 - 50% siding replacement
- Exterior wall 15-16
 - Fascia replacement
 - 12 rafter tails
 - 25% siding replacement
 - Corner trim post 15
- Exterior wall 16-17
 - Fascia replacement
 - 1 rafter tail replacement
- Exterior wall 17-18
 - Fascia replacement
 - 1 rafter tail replacement
- Exterior wall 18-19
 - 2 rafter tail replacement
- Exterior wall 19-20
 - 2 rafter tail replacement
- Additional Notes
 - Interior siding – 20% of total siding to be replaced
 - Posts 3, 7, 11, 15, 17 need to be replaced

- Siding associated in the total quantity above
- Windowsills
 - 1 full replacement
 - 5 with epoxy repairs

SPECIAL NOTE

Repairs are intended to restore the structure to approximately the same condition as originally designed. Serviceability limits may still be exceeded for a modern structure. Footings under posts are adequate to meet codes and therefore do not require and repair or change. This is the same for the foundation.

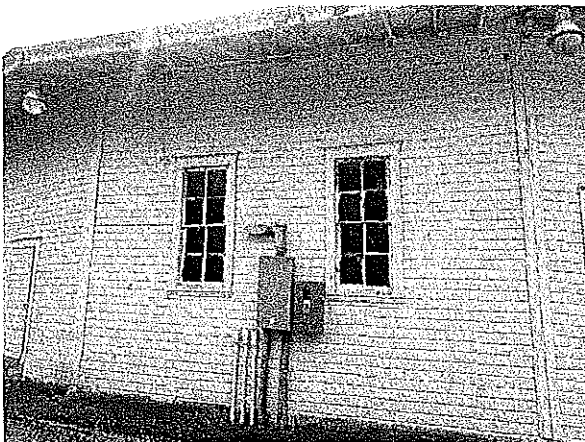
ITEM NO. 2

CHAUTAUQUA SIDING, WINDOWS & DOORS SCOPE OF WORK

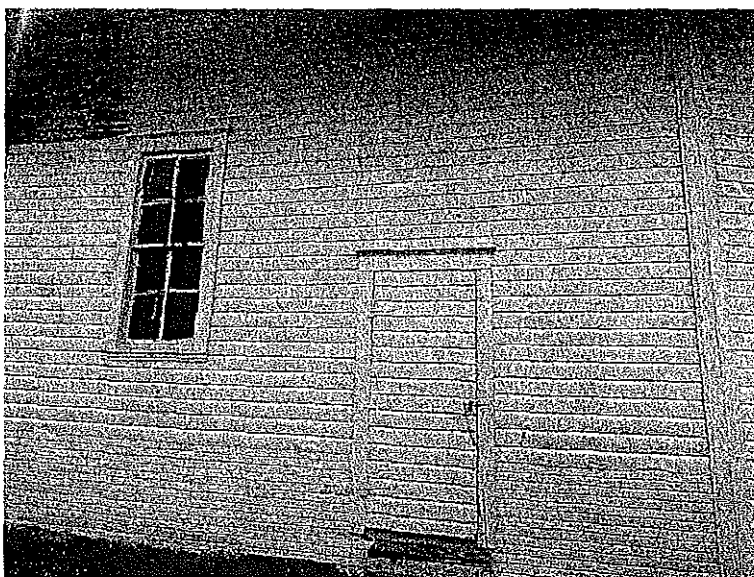
- Interior siding: 20% of total panels to be replaced
 - Siding associated in the total quantity above is noted
- Posts 3,7,11,15,17 need to be replaced.
- Windowsills
 - 1 full replacement
 - 5 with epoxy repair



Exterior wall 20-1:
2 new windowpanes with
appropriate glass and glazing



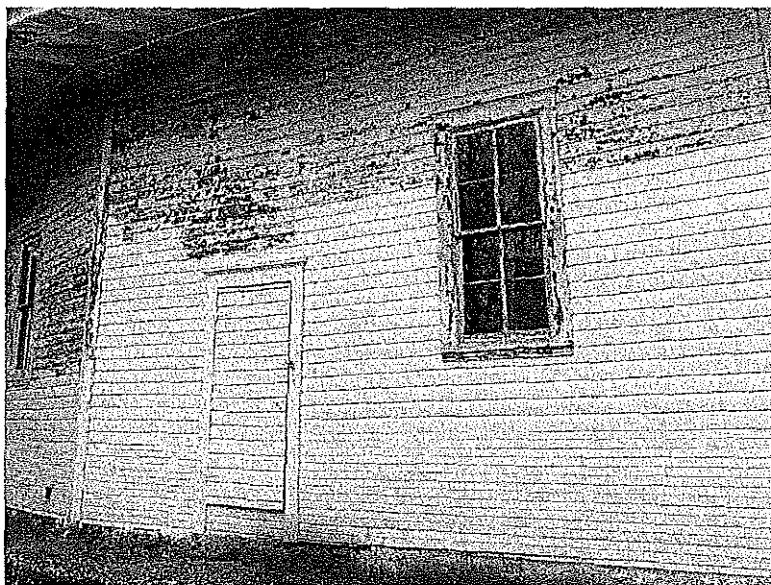
Exterior wall 1-2:
Hip rafter tail at post 1



Exterior wall 2-3:
25% siding
replacement
Corner trim on post 3



Exterior wall 3-4:
Replace glazing on
windows with
appropriate glazing
25% siding
replacement



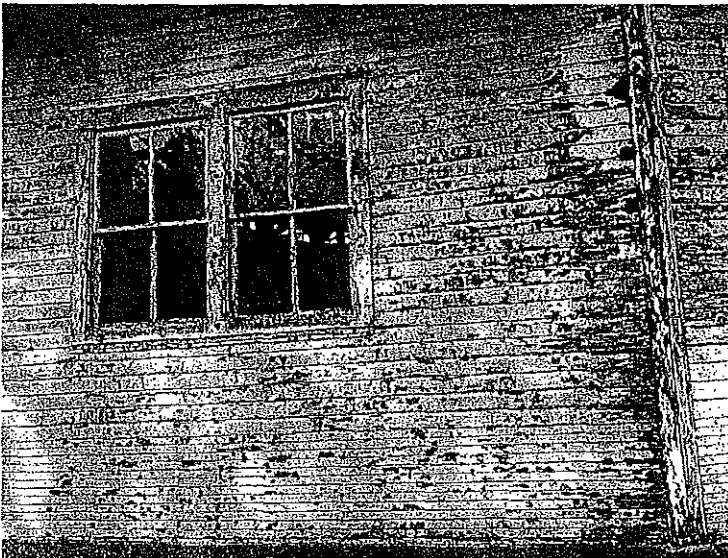
Exterior wall 4-5:
Corner trim on post
5



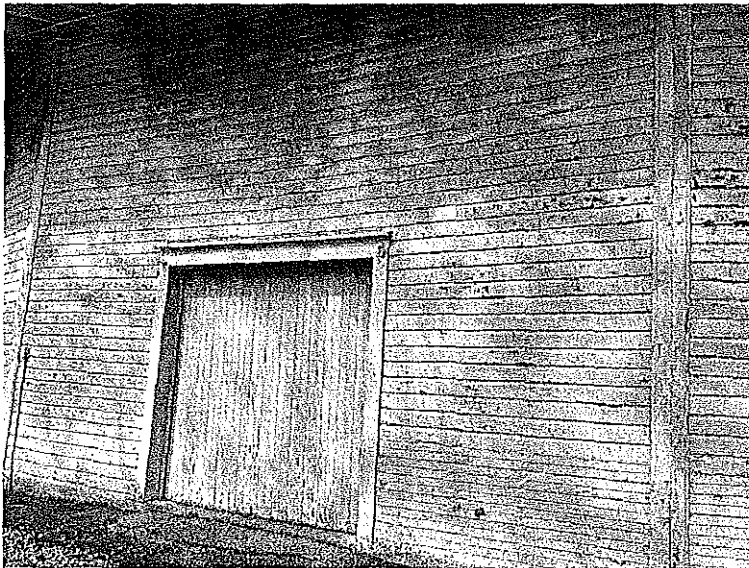
Exterior wall 5-6:
4 full length rows of
siding



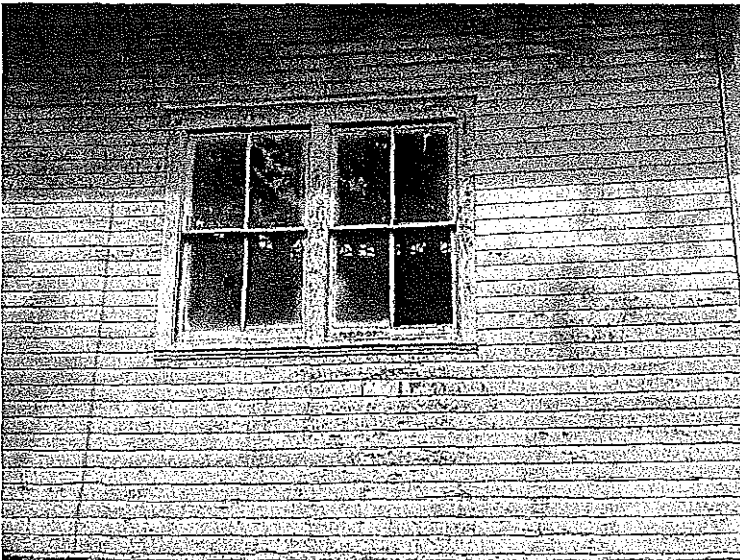
Exterior wall 6-7:
2 pcs rafter tails
Fascia replacement
25% siding
replacement
Corner trim post 7
Hip rafter tail post 7



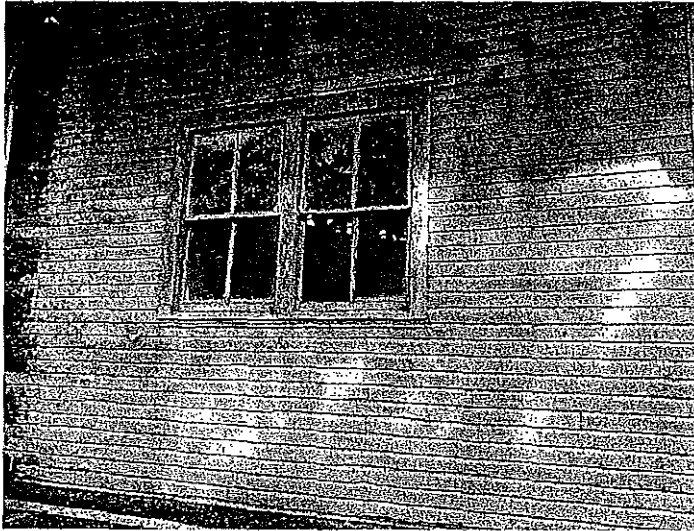
Exterior wall 7-8:
Fascia replacement
50% siding
replacement
1 new windowpane
with appropriate glass
and glazing



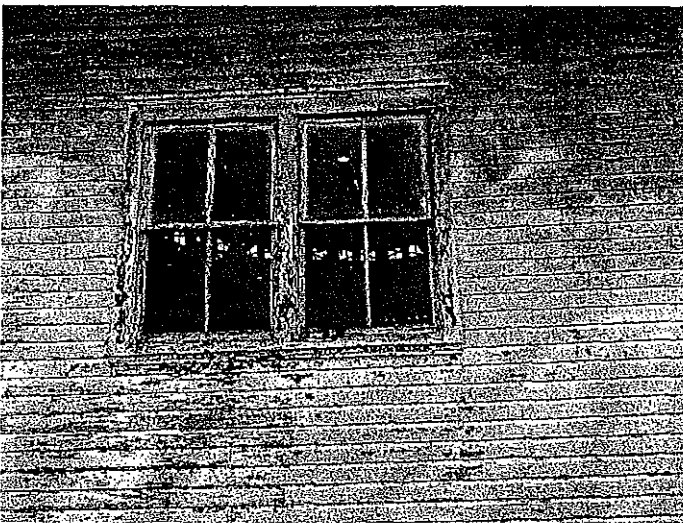
Exterior wall 8-9:
10 new rafter tails



Exterior wall 9-10:
3 full length rows of
siding
1 new windowpane
with appropriate glass
and glazing
Fascia replacement



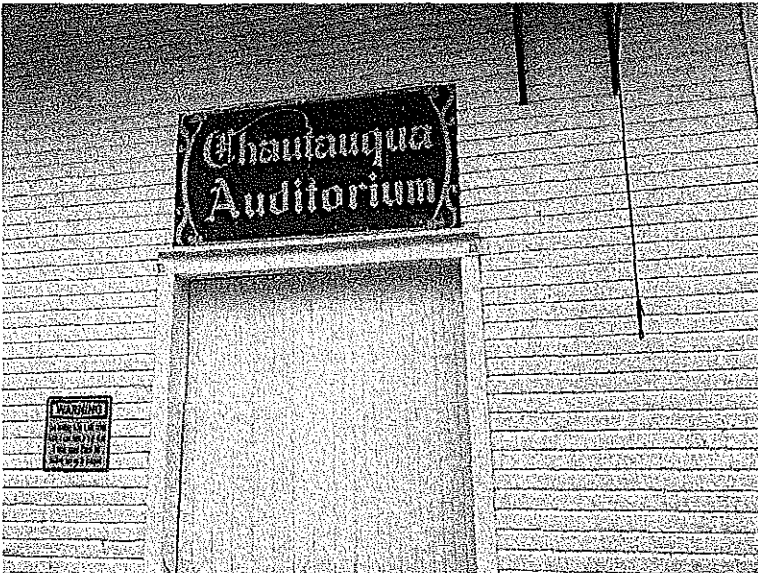
Exterior wall 10-11:
50% siding replacement
Fascia replacement
Corner trim post 11
Hip rafter tail posts 10 and 11
Corner trim posts 10 and 11



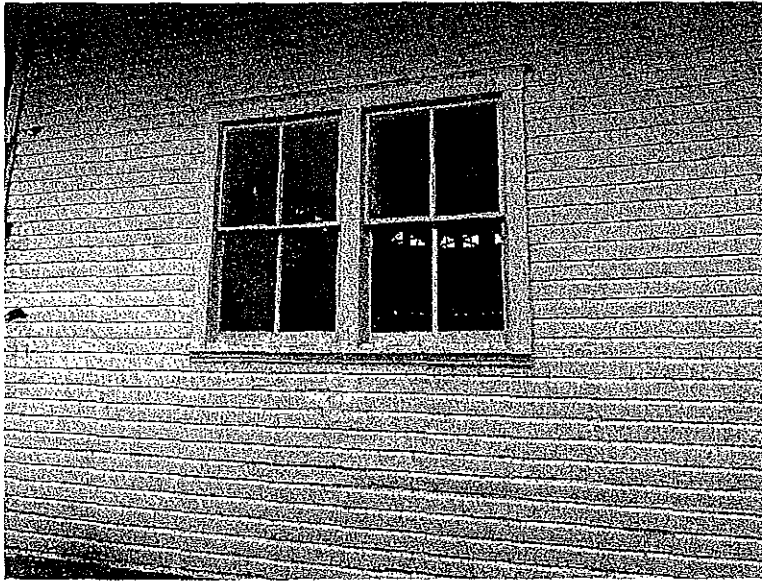
Exterior wall 11-12:
25% siding replacement
1 new windowpane with appropriate glass and glazing
Fascia replacement
Corner trim post 12



Exterior wall 12-13:
25% siding
replacement
12 rafter tail
replacement



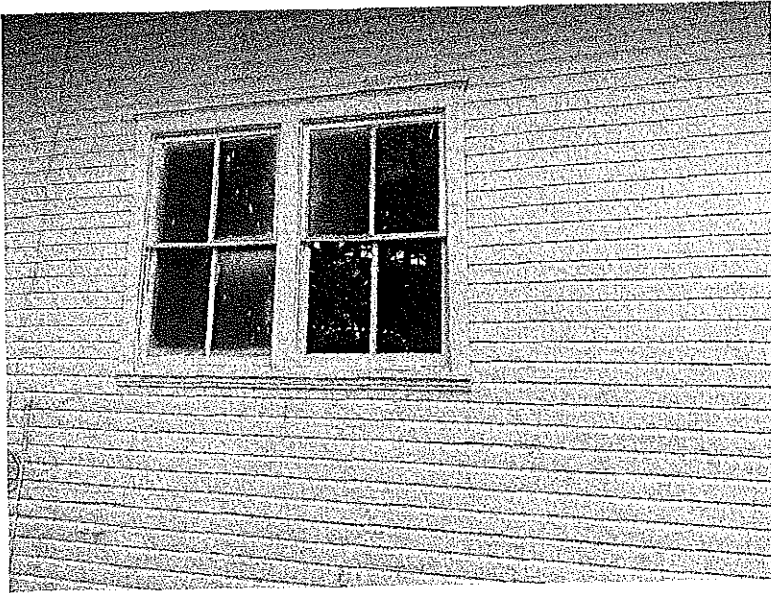
Exterior wall 13-14:
1 rafter tail
replacement



Exterior wall 14-15:
Corner trim post 14
50% siding
replacement



Exterior wall 15-16:
Fascia replacement
12 rafter tails
25% siding
replacement
Corner trim post 15



Exterior wall 16-17:
Fascia replacement
1 rafter tail
replacement



Exterior wall 17-18:
Fascia replacement
1 rafter tail
replacement



Exterior wall 18-
19:
2 rafter tail
replacement



Exterior wall 19-
20:
1 rafter tail
replacement

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pine products including the following:
 - 1. Wood siding.
 - 2. Wood paneling.
 - 3. Wood boards.

1.2 RELATED SECTIONS

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 5 year experience installing similar products.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products until ready for installation.
- B. Handling: Handle materials to avoid damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS

2.1 WOOD SIDING and TRIM

- A. Material: Pine planed finish
- B. Lap siding:
 - 1. ¾ inch x 3.5 inch Straight Butt.
- C. Window and door trim:
 - 1. ¾ inch x 3 – ½ inches
 - 2. ¾ inch x 5 – ½ inches

D. Fascia:

1. 1-1/2 x 5 - 1/2

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Products shall have all butt and scarf joints caulked with a quality, exterior rated, flexible caulk prior to paint application. All non-trim/fascia abutments shall be caulked and sealed with the same exterior grade caulk.
- C. Use only corrosion resistant fasteners. Acceptable are stainless steel or hot-dipped galvanized nails; minimum size - 7 penny.
- D. Joints shall fall over framing lumber and shall be double nailed. Trim boards of 10 inches (254 mm) or greater in width require 3 nails evenly spaced across the face of the board. Do not nail any less than 1/2 inch (13 mm) from any edge and fasten at a minimum of every 24 inches (610 mm) on center.
- E. Drive nails perpendicular to the framing lumber and the wood trim product; drive nails flush with the product's surface. Nails shall penetrate at least 1-1/4 inches (32 mm) into the structural framing.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

ITEM NO. 3

CHAUTAUQUA ROOFING SCOPE OF WORK

- Remove old roofing and roof paper
- Add new roof paper and metal roof
- Install on 100% of roof structure

1.01 SUMMARY

- A. This procedure includes general guidelines for installing standing seam sheet metal roofing and related flashing. THIS WORK SHOULD BE PERFORMED BY AN EXPERIENCED CONTRACTOR.
- B. This procedure may also be adapted to replacement of damaged areas of otherwise sound standing seam metal roofing. Replacement roofing should match original in color, detailing and dimensioning.
- C. See 01100-07-S for general project guidelines to be reviewed along with this procedure. These guidelines cover the following sections:
 - 1. Safety Precautions
 - 2. Historic Structures Precautions
 - 3. Submittals
 - 4. Quality Assurance
 - 5. Delivery, Storage and Handling
 - 6. Project/Site Conditions
 - 7. Sequencing and Scheduling
 - 8. General Protection (Surface and Surrounding)

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM) www.astm.org
- B. American National Standards Institute, Inc. (ANSI) www.ansi.org

1.03 SUBMITTALS

- A. Product Data: Submit complete product brochures and catalog pages showing details of installation and assembly as well as materials, colors available, for all proprietary metal roofing systems proposed for use.
 - 1. List compliance with all specified qualities.
- B. Shop Drawings: Provide showing all details of assembly proposed for use.
 - 1. Copies of McElroy Metal manual illustrations may be used in lieu of shop drawings where those details will be the ones proposed for use as specified.
 - 2. Show roof plan and layout of all pan sections, standing seams, flat seams, flashings, ridges, and other details of the roofing system and their location on the roof.
- C. Materials Lists and Certificates:
 - 1. Provide a complete list of all materials and products proposed for use in the roofing system and required to complete the assembly.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Box, crate, palletize and wrap materials with weatherproof covering during shipment, handling and storage.
- B. Storage and Protection:

1. Protect materials from exposure to elements and keep dry at all times.
2. Protect against impact, abrasion, discoloration, and other damage.
3. Replace damaged article, or refinish any damage to original condition, before installation and acceptance.

1.05 WARRANTY

- A. Provide copies of all manufacturer's guarantees of proprietary roofing systems, materials, and installation, duly signed and dated.
- B. Include all warranty inspections by a manufacturer's representative necessary to effect the guarantee of material performance and its installation.

PART 2---PRODUCTS

2.01 MATERIALS

- A. Sheet Metal: McElroy Maxima Standing Seam Panel 2"x12".
 1. 24 GA Galvalume
 2. Color: McElroy Hartford Green
- B. Metal Shingle: Decra Metal Roofing
 1. Decra Shingle XD
 2. Color: Woodland Green
- C. Solder: ASTM B32-83; 50/50.
- D. Soldering Flux: Type best suited for specific metal.
- E. Nails & Fasteners: Use type and form of metal fastener compatible with the base metal and support structure; stainless or hot dip galvanized.
- F. Roofing Paper: Synthetic roof paper to meet or exceed the following test standards:
 1. Breaking strength – ASTM D146
 2. Pliability – ASTM D146
 3. Unrolling – ASTM D226
 4. Liquid water transmission – ASTM D4869
 5. Tear resistance – ASTM D4073
 6. Dimensional stability – ASTM F1087
 7. Moisture vapor permeance – ASTM E96
 8. Class A fire – ASTM E108
- G. Furring strips: 1x4 wood furring strips

2.02 ACCESSORIES

- A. Soldering Coppers: Heavy weight, 10-lb., and stove to heat them or electric or gas heated, necessary to fully solder seams.
- B. Finishes: Factory applied synthetic, standard with the manufactured system, guaranteed for 12 years for durability and resistance to fading, flaking and rust damage.

PART 3---EXECUTION

3.01 PREPARATION

- A. Remove existing roofing complete, including all flashing. Clean out all flashing reglets so as to facilitate the restoration of original interlocking flashing assemblies.

3.02 ERECTION, INSTALLATION, APPLICATION

- A. Cleating: For size and spacing, see McElroy Metals manual.
 - 1. Secure one end with two fasteners and fold the cleat over the fastener heads.
 - 2. Unless otherwise specified, use 2" wide by 3" long cleats of the same material and thickness of metal being installed.
- B. Seams: Comply with McElroy manual Plates No. 99, 120, and 121 and other plates applicable to specific installations; otherwise:
 - 1. Orient seams properly for direction of water flow to prevent leaking.
- C. Dissimilar Metals: Place building paper between dissimilar metals or paint with asphaltum paint. Red Rosin paper is the preferred choice for use with these materials.
- D. Underlayment: Apply synthetic roofing paper receiving metal roofing, hips, valleys and gutter linings.
- E. Furring strips: 1x4 wood furring strips
 - 1. To be fastened with stainless or hot dip galvanized nails
 - A. Minimum of 2" of embedment
 - 2. Furring strips to be parallel to eave line and capped out with hip lines
 - 3. Furring strips to be a maximum of 24" OC
- F. Flashings: Make all new flashings for perimeter and roof penetration joints to match the original work and in accordance with McElroy Metals approved details.
- G. Fabricate and install metal fascia to match in color and material to roofing.

3.03 FIELD QUALITY CONTROL

- A. Allow for expansion and contraction of sheet metal as recommended by McElroy Metals.
 - 1. Allow 1/8 in. clearance between abutting sheets when installing them in temperatures below 50 deg. F. (10 deg. C).
- B. Maintain the integrity of underlayment asphalt and building paper; repair torn sheets with well lapped new paper as required.
- C. Install sheet metal so it lies flat and is not buckled or stressed.
- D. No exposed cut standing or projecting edges of sheet metal, all edges to be hemmed, soldered, or flush with other metal.
- E. No exposed fastenings projecting through any roofing surface unless so detailed; cover any surface fastenings with soldered dutchmen or metal caps.

1. No cap soldering over fastenings without a metal cap or dutchman.

3.04 ADJUSTING/CLEANING

- A. Wash completed sheet metal work to remove all oils, residue of fluxes, and dirt.
Clean off any excess sealers.

ITEM NO. 4

CHAUTAUQUA PAINT SCOPE OF WORK

- Paint Prep
 - Galvanized- Metal surfaces
 - Remove grease & oil residue
 - Aluminum surfaces
 - Remove loose surface oxidation
 - Wood Surfaces
 - Scrape all loose paint
 - Prime bare wood
- Application
 - Exterior Doors
 - Paint both sides & edges
 - Paint entire exposed surface of exterior door frame
 - Window Frames and Sashes
 - Paint entire exposed surface
 - Labels of Independent testing Agencies/Equipment
Name/Identification/ Performance Rating/Nomenclature Plates
 - Do not paint over
- Paint List – All Painted to Match Existing Color
 - Facia
 - Overhangs
 - Exterior Wood Siding
 - Windows & Doors
 - All Trim

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on **exterior substrates**.
 - 1. Galvanized metal.
 - 2. Aluminum (not anodized or otherwise coated).
 - 3. Wood.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:
 - 1. Product name and type (description).
 - 2. Batch date.
 - 3. Color number.
 - 4. VOC content.
 - 5. Environmental handling requirements.
 - 6. Surface preparation requirements.
 - 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 40 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 40 and 100 deg F
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- 1. **Benjamin Moore**
- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 - 1. Products are approved by manufacturer in writing for application specified.
 - 2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.

- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

- 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

- A. Material Compatibility:

- 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- B. VOC Content: For field applications, provide paints and coatings that complies with VOC content limits of authorities having jurisdiction.

- C. Colors: White [**Match current color**]

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- C. Aluminum Substrates: Remove loose surface oxidation.
- D. Wood Substrates:
 - 1. Scrape all loose paint
 - 2. Prime bare wood prior to finish topcoat

3.2 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
3. Paint entire exposed surface of window frames and sashes.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

3.3 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

City Clerk

From: alan spesard <aspesard@hotmail.com>
Sent: Friday, July 17, 2020 7:49 AM
To: Whitley, Nicki - RD, Effingham, IL
Cc: City Clerk
Subject: RBDG - Shelbyville Quarterly Report
Attachments: doc20200717075923.pdf

Nicki,

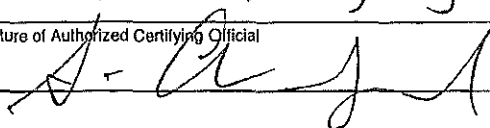
see attached quarterly report.

thanks

alan

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted USDA, Rural Development		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) Rural Business Development Grant		Page 1	of 1			
pages								
3. Recipient Organization (Name and complete address including Zip code) City of Shelbyville 170 E. Main Street Shelbyville, IL 62565								
4a. DUNS Number 033674367	4b. EIN 13-87-37600XXXX	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual			
8. Project/Grant Period From: (Month, Day, Year) 03-31-2020		To: (Month, Day, Year) 08-30-2020		9. Reporting Period End Date (Month, Day, Year)				
10. Transactions					Cumulative			
(Use lines a-c for single or multiple grant reporting)								
Federal Cash (To report multiple grants, also use FFR Attachment):								
a. Cash Receipts								
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
(Use lines d-o for single grant reporting)								
Federal Expenditures and Unobligated Balance:								
d. Total Federal funds authorized								
e. Federal share of expenditures								
f. Federal share of unliquidated obligations								
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
Recipient Share:								
i. Total recipient share required								
j. Recipient share of expenditures								
k. Remaining recipient share to be provided (line i minus j)								
Program Income:								
l. Total Federal program income earned								
m. Program income expended in accordance with the deduction alternative								
n. Program income expended in accordance with the addition alternative								
o. Unexpended program income (line l minus line m or line n)								
11. Indirect Expense		a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
		g. Totals:						
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:								
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)								
a. Typed or Printed Name and Title of Authorized Certifying Official Alan Spesard, City Engineer						c. Telephone (Area code, number and extension) 217-774-2721		
b. Signature of Authorized Certifying Official 						d. Email address aspesard@hotmail.com		
						e. Date Report Submitted (Month, Day, Year) 7-17-20		
14. Agency use only:								

Standard Form 425 - Revised 6/28/2010
 OMB Approval Number: 0348-0061
 Expiration Date: 10/31/2011

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

City Clerk

From: alan spesard <aspesard@hotmail.com>
Sent: Wednesday, June 17, 2020 1:48 PM
To: City Clerk
Subject: Award letter to IDOT
Attachments: enclosure - resolution.pdf; letter to dist 7 award bid 15-00059-00 RS.doc

Rachel,

Could you please ask Jeff to sign this letter so I can get concurrence from IDOT on the award.

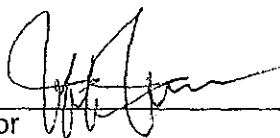
The letter needs to be on City letterhead.

thanks

alan

RESOLUTION 20-04

BE IT RESOLVED, by the City Council, Shelbyville of Shelby County, State of Illinois that the City Council concurs in the awarding of a contract for the Phase 1 Storm Sewer for the South Morgan Street Project, Section 15-00059-00-RS, to Kinney Contractors Inc. based on their low bid submitted at a letting held June 11, 2020, of \$ 939,120.

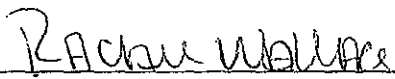


Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Rachel Wallace City Clerk in and for Shelbyville in said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the City Council, Shelbyville of Shelby County at its regular meeting held in Shelbyville, Illinois on
June 15, 2020

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 15th day of
June, 2020 A.D.



City Clerk

June 17, 2020

Regional Engineer
Illinois Department of Highway
District 7
Effingham, Illinois

Attention: Tom Kreke

Subject: Award of Phase 1: Storm Sewer for S Morgan Street Project
Section 15-00059-00 RS

This letter is written in order to recommend approval of the subject project to the low bidder (Kinney Contractors Inc.). Reletting or revising the project will not result in a lower cost project of equivalent quality. The primary reasons the bid was higher than the estimate were unknowns relative to:

- existing utilities which will slow production
- Non-Special Waste delays
- Quantity and availability of trucking of excavated material disposal offsite
- Very deep storm sewer requiring multiple boxes to meet safety requirements which will slow production

The estimate cost did not accurately reflect these unknowns.

Awarding this project is a top priority of the City of Shelbyville as installing the storm sewer will allow the Phase 2 (road construction, sidewalks, etc.) to proceed and will separate the storm water from the sanitary sewer system. Adequate funds are available to match the Economic Development Program funds awarded to the City for this project.

Should you have any questions concerning this matter please contact me.

Sincerely,

Jeff Johnson
Mayor,
City of Shelbyville

Enclosure:

- Resolution by the City Council to award this project

City Clerk

From: alan spesard <aspesard@hotmail.com>
Sent: Friday, June 12, 2020 4:01 PM
To: City Clerk
Subject: City Council handouts
Attachments: doc20200612160925.pdf; doc20200612155948.pdf

Rachel,

See attached handouts.

alan

RESOLUTION

BE IT RESOLVED, by the City Council, Shelbyville of Shelby County, State of Illinois that the City Council concurs in the awarding of a contract for the Phase 1 Storm Sewer for the South Morgan Street Project, Section 15-00059-00-RS, to Kinney Contractors Inc. based on their low bid submitted at a letting held June 11, 2020, of \$ 939,120.

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, _____ City Clerk in and for Shelbyville in said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the City Council, Shelbyville of Shelby County at its regular meeting held in Shelbyville, Illinois on

_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this _____ day of _____ A.D.

City Clerk

[illegible]

Illinois Department
of Transportation

County		Date		2-1		2-2		2-3		2-4		2-5		
Munic/R.D.		Time		Name and Address of Bidders		Kinney Contractors Inc								
Section		Appropriation		SHELBYVILLE CITY HALL		19342 East Frontage Road								
		Attended by				Raymond, IL 62560								
Proposal				Approved										
Guarantee				Engineer's										
Terms				Estimate										
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20	NON SPL WASTE DISPOSL		CU YD	322.00	125.00	40,250.00	128.00	41,216.00						
21	SOIL DISPOSAL ANALY		EA	1.00	4,000.00	4,000.00	1500.00	1,500.00						
22	REG SUB P-CONST PLAN		L SUM	1.00	2,500.00	2,500.00	3500.00	3,500.00						
23	REG SUB F CON REPORT		LSUM	1.00	2,500.00	2,500.00	3500.00	3,500.00						
24	REG SUB MON		CAL DAY	15.00	500.00	7,500.00	1500.00	22,500.00						
25	MOBILIZATION		LSUM	1.00	25,000.00	25,000.00	55750.00	55,750.00						
26	INLETS REMOVED SPL		EA	1.00	1,300.00	1,300.00	1300.00	1,300.00						
		TOTAL BIDS	% Over(+)/ Under(-) Est.	AS READ		663,092.50		939,120.00		0.00		0.00		0.00

City Hall

From: alan spesard <aspesard@hotmail.com>
Sent: Tuesday, June 9, 2020 3:43 PM
To: City Hall; City Clerk
Subject: invoice for Shelby Engineering - IHI Turbo/Sylvester Drive 18-00061-00Rs
Attachments: doc20200609154957.pdf

Please find invoice attached for payment from the West Business District Fund.

thanks

alan spesard

Shelby Engineering
1010 E. Northland Drive
Shelbyville, Illinois 62565

June 9, 2020

City of Shelbyville, the Mayor and City Council
Municipal Building
170 East Main Street
Shelbyville, Illinois 62565

Re. Construction Engineering (CE) Invoice; IHI Turbo Road Project
Section 18-00061-00 RS

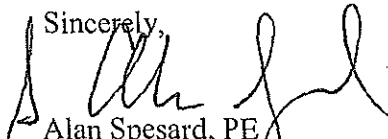
As approved by the City Council, services for the design for the above Referenced project is progressing. As a result, a progress payment for CE services is now due as follows:

Engineering Fee per article 1:		
\$688,447 x 9% x 95%	=	\$58,862.18
LESS previous payments	=	(\$55,764.20)
		<u>\$3098.02</u>
Engineering Fee per article 2:		
Hammond & Reid Land Surveying LLC		<u>\$2310</u> (pd by Shelby Engr)
TOTAL Due	=	\$5408.02

Please remit a check payable to "Shelby Engineering" for \$5408.02 to the address shown on this letter. The City Council has approved payment for these services from the West Business District. Please note that 50% of this Fee is reimbursable from IDOT at any time.

Should you have any questions on the above, please contact me.

Sincerely,



Alan Spesard, PE
Shelby Engineering, General Partner

Hammond & Reid Land Surveying, Ltd

550 S. Cedar St.
Shelbyville, IL 62565
(217) 294-3344 or (217) 962-1772

Due in 30 Days

DATE: May 28, 2020
INVOICE #: 2170
JOB#: 1005.22/1005.42
BILL TO: Shelby Engineering
Attn: Keith Petard
324 East Main
Shelbyville, IL 62565

DESCRIPTION	AMOUNT
Sylvester Drive (May 2020) - City of Shelbyville - (Inspection) -- <i>Shelby Engineering</i>	2,310.00
East Main Street (May 2020) - City of Shelbyville - (Construction Staking)	3,300.00
<i>19-00061-00RS</i>	
<i>paid by the City Streetscape</i>	
<hr/>	
SUBTOTAL	\$ 5,610.00
DISCOUNT	0.00%
SALES TAX	-
TOTAL	\$ 5,610.00

Make all checks payable to Hammond & Reid Land Surveying, Ltd. If you have any questions concerning this invoice, contact Jake Hammond or Jade Reid.
(217) 294-3344 or (217) 962-1772

THANK YOU FOR YOUR BUSINESS!

City Clerk

From: alan spesard <aspesard@hotmail.com>
Sent: Friday, June 5, 2020 11:59 AM
To: City Clerk; Mayor Jeff Johnson
Cc: Park Commissioner; mshanks@mac.com
Subject: Re: Streetscape in front of The Ville, Iced and Joes

IDOT required the design of the sidewalk to have a less than 2 % slope based on their interpretation of ADA. The space between the sidewalk and curb will be decorative brick. In some locations, there will be a short (less than 6 inch) step and in other locations the brick will be placed at an angle. We felt it was the best decision based on the IDOT requirements.

alan

From: City Clerk <cityclerk@shelbyvilleil.net>
Sent: Thursday, June 4, 2020 3:12 PM
To: Mayor Jeff Johnson <mayor@shelbyvilleil.net>; alan spesard <aspesard@hotmail.com>
Cc: Park Commissioner <parkcom@shelbyvilleil.net>; mshanks@mac.com <mshanks@mac.com>
Subject: Streetscape in front of The Ville, Iced and Joes

Com. Shanks was in this afternoon and commented on the difference in height from the curbing to the actual sidewalk in front of the three referenced businesses above. Our understanding is that brick will be filled into the area between the curb and the sidewalk, all three being at the same level. The way the concrete is currently laid out, it appears the bricks will have to be placed at an angle from the curbing to the sidewalk. Is this correct?

If you have any questions or need clarification, please contact me.

Thank you,

Rachel Wallace

City Clerk
City of Shelbyville
217/774-5531
cityclerk@shelbyvilleil.net