From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Wednesday, February 26, 2020 12:45 PM

To:

City Clerk

Subject:

Re: Insurance Language

Attachments:

insurance streetscape project.pdf

Follow Up Flag:

Flag for follow up

Flag Status:

Flagged

Rachel,

Attached is the insurance requirements the contractor has to comply with.

I will get you the cert. once it is provided to me.

Let me know if there are any concerns.

thanks

alan

From: City Clerk

Sent: Wednesday, February 26, 2020 12:18 PM

To: Shelby County Highway **Subject:** Insurance Language

Attached.

Thank you,

City Clerk City of Shelbyville

Rachel Dallace

217/774-5531

cityclerk@shelbyvilleil.net

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.

Legal Regulations and Responsibility To Public

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

esspools, septic tanks, and other structures according to the requirements of the rderly condition; dispose of all refuse; and obtain permits for the construction and naintenance of all construction camps, stores, warehouses, residences, latrines, irisdiction governing the protection of forests and the carrying out of work within prests, and shall observe all sanitary laws and regulations with respect to the erformance of work in the forest areas. The Contractor shall keep the areas in an ational Forests, the Contractor shall comply with all regulations of the State Fire larshall, Conservation Commission, Forestry Department, or other authority having Forest Protection. In carrying out work within or adjacent to State or orest Supervisor.

it 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 The Contractor shall take all reasonable precaution to prevent and suppress orest fires and shall require employees and subcontractors, both independently and extent of any fire seen by them.

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 he limits of construction which interfere with construction operations or which are obscured by or otherwise interfered with by the construction operations to the extent Protection and Restoration of Traffic Signs. All traffic signs within 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 tion 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. duration of the temporary mounting.

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.

nature or description, arising from, growing out of, or connected with the work, or on 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 the activities of the Contractor, subcontractors, suppliers, agents, or employees (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

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 trademark, or copyright or by reason of the violation of any law, ordinance, order or employed by them, and/or anyone for whose acts they may be liable or because of of or in consequence of using unacceptable materials in constructing the work or any claims or amount recovered by reason of any infringement of any patent, account of or in consequence of any neglect in safeguarding the work or on account because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors, anyone directly or indirectly 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 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 employed by them, or anyone for whose acts they may be liable, the indemnification limited to the Worker's Compensation Act.

the Department for the payment thereof, may be retained by the Department for said 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 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 purpose, or in case no money or insufficient money is due to satisfy such claim, judicially determined and satisfied.

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

shall have a financial size category of not less than VI. Coverage limits shall be and additional coverage may be specified by a special provision elsewhere in the warrant the adequacy of the types of insurance coverage or the limits of liability 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 written at not less than the minimum specified in this Article. Higher minimum limits contract. Whether stated in this Article or elsewhere, the Department does not the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Insurance.) The Contractor shall obtain and thereafter keep in force Illinois. The insurance companies providing coverage shall be rated in the Best's Key

- (a) Workers Compensation and Employers Liability.
- 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 the rating and financial size categories stated in this Article, coverage Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding

el en g Marijon

Employers Liability.

Each Accident က်တော်လ

Disease-each employee Disease-policy limit

\$500,000 \$500,000

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 Commercial General Liability. Required liability insurance coverage shall be \$2,000,000 aggregate limit shall be endorsed on a per project basis.

<u>e</u>

(1) General Aggregate Limit

(2) Products-Completed Operations

Aggregate Limit

\$1,000,000

\$2,000,000

Each Occurrence Limit

ල

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, it's officers, and and form, the Department, its officers, and employees shall be named as The coverage shall provide by an endorsement in the appropriate manner employees being insureds on the Contractor's policies.

Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles. <u>(</u>0)

Bodily Injury & Property Damage Liability Limit Each Occurrence

\$1,000,000

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

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

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

Legal Regulations and Responsibility To Public

certificates or to demand receipt be construed as a waiver of the Contractor's 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 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 Specifications for Road and Bridge Construction". Any exception of obligation to obtain and keep in force the required insurance.

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 cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease All costs for insurance as specified herein will be considered as included in the

parts nor create any expectation of a duty to anyone, including but not limited to third 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 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 contracts between the Department and any construction engineering consultant(s) is Contractor Safety Responsibility. Nothing in this contract or the of the coverage according to the contract. parties, regarding work place safety.

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 The work under 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 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 anyone for whose acts they may be liable of the applicable standards of the expressly to require the Department to be a third party beneficiary of each guarantee. Contractor, a subcontractor, anyone directly or indirectly employed by them, or and insurance is required by the contract. Additionally, the Contractor guarantees to In order to insure this and other duties of the Contractor certain indemnification

liability to the Contractor for any additional costs, except as provided in Article 107.30 acceptance of the work, or any part of it, or cause for the Department to incur any 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 Such opening shall not be construed as an opening is in the interest of the public or when the Contractor has failed to prosecute construction shall not be opened to traffic until authorized by the Engineer in writing Opening of Section of Highway to Traffic. 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

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Tuesday, February 18, 2020 9:12 AM

To:

City Clerk

Cc:

Mayor Jeff Johnson

Subject:

Re: Car Wash Entry off of N 2nd St

The entrance has been moved west of the existing on 2nd street. So, I have no issues

alan

From: City Clerk

Sent: Thursday, February 13, 2020 3:37 PM

To: Shelby County Highway **Cc:** Mayor Jeff Johnson

Subject: Car Wash Entry off of N 2nd St

Alan,

Will you please review the attached request for an entry off of N 2nd St for the proposed new carwash from Bill McKinney? I'm giving the original to Justin Stigers and asking him to give Bill a call but if you have any recommendations or concerns, please forward them to Justin or let me know and I can communicate them to him.

Thank you,

Raches Il assace

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

From: William McKinney <william.mckinney@countryfinancial.com>

Sent: Thursday, February 13, 2020 1:30 PM To: City Clerk <cityclerk@shelbyvilleil.net>

Subject: RE: Environmental

Please see the attachment for the application. If someone can just call me at 217-454-5567. I would like to meet and see what my options are. Thanks Bill

From: City Clerk < cityclerk@shelbyvilleil.net>
Sent: Monday, February 10, 2020 8:15 AM

To: William McKinney < william.mckinney@countryfinancial.com>; Mayor Jeff Johnson < mayor@shelbyvilleil.net>

Subject: RE: Environmental

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

Attached is an application that will be required to add an entrance off of Second Street. Once the attached is returned, we will forward it to our Street Dept to contact you.

If you have any questions, please contact me.

Thank you,

Raches Wassace

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

From: William McKinney < william.mckinney@countryfinancial.com>

Sent: Sunday, February 9, 2020 10:36 AM

To: Mayor Jeff Johnson <mayor@shelbyvilleil.net>

Cc: City Clerk <cityclerk@shelbyvilleil.net>

Subject: Re: Environmental

If it is possible could I get the engineer email or phone or both for the city of shelbyville? I want to make sure we are able to make an entrance off second street for the entrance of the wash? Probably who is in charge of the street as well? Thanks Bill

Get Outlook for iOS

From: Mayor Jeff Johnson <mayor@shelbyvilleil.net>

Sent: Friday, February 7, 2020 4:19:33 PM

To: William McKinney <william.mckinney@countryfinancial.com>

Cc: City Clerk <cityclerk@shelbyvilleil.net>

Subject: Environmental

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

Bill,

We have asked our city engineer and our water / sewer engineer about the property. They have no reason to believe there is any contamination. However, we can not guarantee such.

We use Bodine Environmental Services, Inc of Springfield for our such work. Bob Rogers is a contact. His number is 217-698-0700.

Let us know if you have any questions. Thanks.

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Friday, February 14, 2020 6:46 AM

To:

City Clerk

Cc:

Mayor Jeff Johnson

Subject:

Re: Car Wash Entry off of N 2nd St

Ok I will review this weekend.

alan

From: City Clerk

Sent: Thursday, February 13, 2020 3:37 PM

To: Shelby County Highway **Cc:** Mayor Jeff Johnson

Subject: Car Wash Entry off of N 2nd St

Alan,

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City Clerk City of Shelbyville 217/774-5531

cityclerk@shelbyvilleil.net

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217/774-5531
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We use Bodine Environmental Services, Inc of Springfield for our such work. Bob Rogers is a contact. His number is 217-698-0700.

Let us know if you have any questions. Thanks.

From:

Sent:

То:	Jack Kiley; Mayor Jeff Johnson
Cc:	Street Commissioner: City Clerk
Subject:	Re: Sit N Sip
Attachments:	Shelbyville Vault Investigation.pdf
attached is the Structural	Engineers evaluation of the vault. It recommends repair as soon as possible.
Rachel, Can you distribute	e to City Council prior to Monday's meeting.
thanks	
alan	
From: Jack Kiley Sent: Wednesday, February To: Mayor Jeff Johnson Cc: Street Commissioner; C Subject: RE: Sit N Sip	12, 2020 2:49 PM ity Clerk ; Shelby County Highway
vault at issue. I think I've use	emergency repairs in the past. I've modified that previous resolution for purposes of the ed accurate terminology to describe the issue, and the location of the issue, but if that needs In any event, I would simply have "Emergency Repair Resolution" on the agenda and pass it
Thanks, Jack	
From: Mayor Jeff Johnson < Sent: Wednesday, February To: Jack Kiley < jkiley@ericks Cc: Street Commissioner < st < shelbycohwy@consolidate Subject: Fw: Sit N Sip	12, 2020 2:30 PM ondavislaw.com> reetcom@shelbyvilleil.net>; Shelby County Highway
Jack,	
•	y motion for Tuesday's city council meeting? We may not have a cost estimate of l agree it is an emergency.
Thanks.	
Jeff	
to the second se	j

Shelby County Highway <shelbycohwy@consolidated.net>

Thursday, February 13, 2020 6:52 AM

From: Shelby County Highway <shelbycohwy@consolidated.net>

Sent: Wednesday, February 12, 2020 8:09 AM

To: Mayor Jeff Johnson <mayor@shelbyvilleil.net>

Subject: Re: Sit N Sip

I looked at it on Monday and called a Structural Engineer to look at it on Tuesday.

It's in very bad shape – could be classified as an emergency repair needed due to partial collapse of the Vault wall.

The Structural Engineer is to send me and city hall a report today with recommendations.

Probably should be on Monday's agenda.

alan

From: Mayor Jeff Johnson

Sent: Tuesday, February 11, 2020 3:36 PM

To: Shelby County Highway

Subject: Sit N Sip

Alan,

Did you go this morning to inspect Sit N Sip? How did things go?



City of Shelbyville 143 E. Main St. Shelbyville, IL 62565 February 12, 2020

Structural Vault Investigation Report - 212 E. Main St., Shelbyville, IL 62565 SUBJECT:

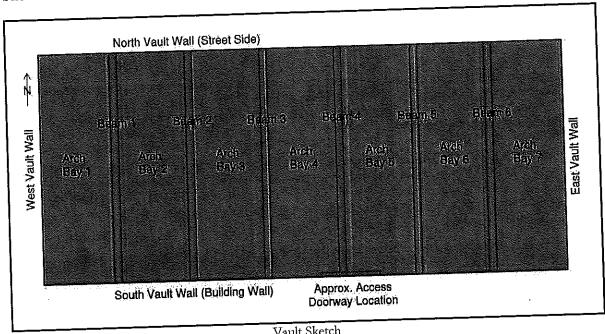
At your request Civil Design, Inc., (CDI) performed a structural investigation of the above-mentioned vault and adjacent property. The purpose of this work was to examine the current structural condition (by visual inspection only) of the vault in order to note deficiencies and to determine appropriate measures necessary to safely fill the vault with flowable fill.

On February 11, 2020, CDI personnel performed the field inspection. The evaluation was visual & hands-on in nature. The overall assessment and recommendations discussed are based on structural engineering judgement, without the aid of design information such as dimensions, member sizes, and/or framing information. Photographs were taken to document and record the general condition of the vault and adjacent building. See photos herein and in Attachment A.



Site Elevation - Red Shading Showing Approximate Vault Location (Looking South)

The original downtown property fronts near this location were built with the ground line elevation at the base of the basement level. Over time, the ground line was built up to the top of the basement level by constructing individual vaults in front of each property. The subject vault is approximately 28' long (E-W) and 12' wide (N-S). The structural shell of the vault consists of 3 course brick walls and the original building brick wall. The structural roof of the vault consists of brick arches supported by steel beams. Beams are spaced at approximately 4' centers. The roof of the vault supports the ~4" sidewalk above. See Vault Sketch below.



Vault Sketch

Structural Assessment:

Below is a summary of the findings related to the critical structural aspects of the vault:

- Bays 1, 2 and 7: Brick arches appear intact. Adjacent steel beams are supported at both the street wall and building wall.
- Bays 3 and 4: Brick arches near street wall have collapsed. Street wall appears to be supporting Beam 2 but has partially fallen down in between Beams 3 and 4. The north side of Beams 3 and 4 have settled down with the street wall deterioration; while the south side appears supported at the building wall.
- Bays 5 and 6: Brick arches are almost complete gone. Street wall has collapsed. Beam 5 is unsupported at the both walls.
- Access Doorway: The south side of Beam 4 is supported by a pocket in the building wall above the doorway. The bricks and header above the doorway are visibly sagging.
- Brick Walls: As noted, the north (street) wall is partially collapsed. West, east and south (building) walls appear in fair condition.
- Sidewalk: The sidewalk was poured up against the building. Connection from the sidewalk to the building was unconfirmed. The sidewalk was initially continuously supported by the arches. Due to the failed arches, the current condition of the sidewalk is potentially unstable.

Our understanding is the intended scope of work is to safely fill the vault with flowable fill to create a long-Potential Risks: term stable condition for the adjacent building, sidewalk and roadway. See below for potential risks associated with filling the vault. This list is intended to address anticipated elements of concern but is not a comprehensive list of potential issues which could arise.

- > To create a solid mass fill in the vault, all timber must be removed from the vault, including the timber header and frame of the access doorway to the building. As previously noted, the doorway header is taking load from Beam 4. The sidewalk appears to be supported by Beam 4 in the current condition. In order to remove the header, the sidewalk load must first be removed from this beam.
- > Care shall be taken during sidewalk removal at the sidewalk/building interface. If the sidewalk has a positive structural connection or an adhesion connection, the sidewalk to be removed may pull on the building causing instability in the masonry above.
- > Flowable fill shall be placed in lifts to avoid excessive fluid pressures on the adjacent building wall.
- Voids are visible below the adjacent roadway along the north street wall. Care shall be taken to not disturb the north wall retention. i.e. while removing unwanted material from the vault.

Recommendations:

See below for general recommendations for the vault fill sequence. At all times, the Contractor performing the work shall monitor the adjacent building, sidewalk and roadway. In the event of a potential instability issue occurring, the Contractor shall notify a Structural Engineer for further disposition.

- 1. Remove all or portions of the sidewalk. Sidewalk above Bays 1, 2 and 7 may be able to remain as the brick arches and beam supports appear intact. Contractor to field verify. Temporary timber support from below is recommended. Prior to the sidewalk being removed, sawcutting along the building is recommended to reduce the risk of pulling on the building. Sawcutting and machine lifting sidewalk is the preferred method of removal. Machine hammering is not recommended.
- 2. Remove timber, beams, etc. as necessary to prep for fill.
- 3. Construct temporary bracing for access doorway. Prep and pour footer under access doorway. Block up and seal doorway.
- 4. Repair masonry required to seal off the existing building wall.
- 5. Pour flowable fill in maximum recommended lifts of 18".
- 6. Use flowable fill as necessary to fill voids below the adjacent roadway.

Summary Remarks:

Our overall assessment revealed the vault is currently in <u>very poor condition</u>. This area shall remain blocked off to limit additional load on the sidewalk. Remediation shall proceed as soon as possible. Consideration shall be given to the project time frame and anticipated precipitation.

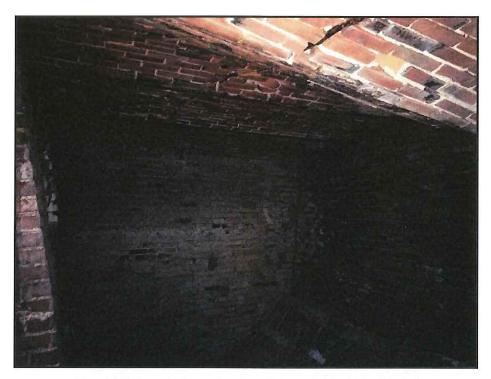
If you have any questions or require further assistance in regard to this report, please feel free to contact me. Thank you for the opportunity to be of service.

Sincerely,

Tyler Ziegler, P.E., S.E. Structural Project Manager 104 North Second Street, Suite A Effingham, IL 62401 217.340.0349

Attachment A

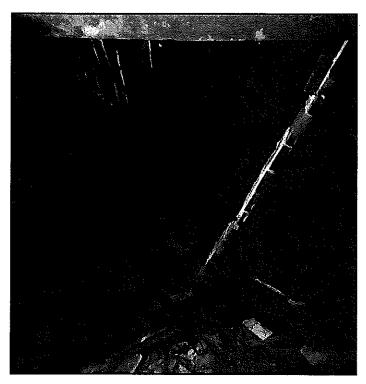
Photographs



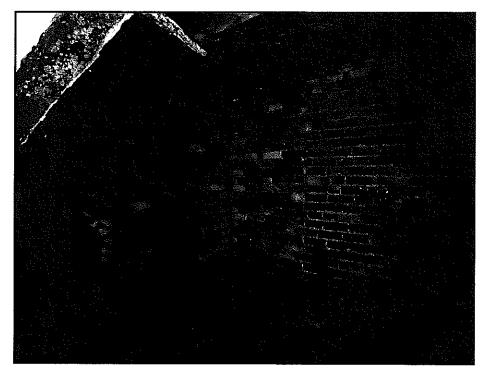
Showing Bays 1, 2, 3 - Looking Toward West Vault Wall



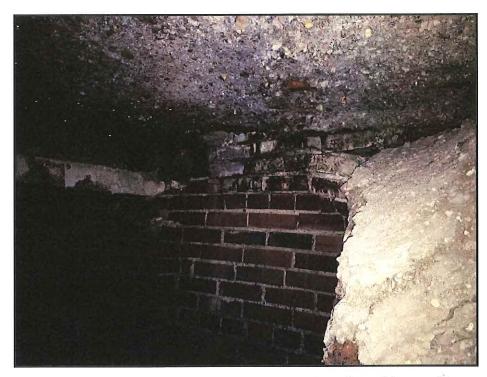
Showing Bay 4 - Looking Toward North Vault Wall (Street Wall)



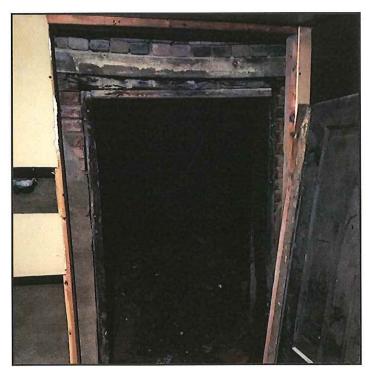
Showing Bays 4 and 5 - Looking Toward North Vault Wall (Street Wall)



Showing Bays 6 and 7 - Looking Toward Northeast Corner of Vault



Showing Bay 6 - Looking Toward South Vault Wall (Building Wall)



Showing Doorway Into Vault

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Tuesday, February 4, 2020 9:10 AM

To:

Rachel City Clerk

Subject:

easement paperwork in Word

Attachments:

Hartman right-of-way easement.docx

see attached.

alan

(Space above this line for recording data.)

RIGHT-OF-WAY EASEMENT

In consideration of good and valuable consideration delivered to MICHAEL L. HARTMAN AND JANET L. HARTMAN, husband and wife, ("Grantors") by THE CITY OF SHELBYVILLE, an Illinois Municipality (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged by the Grantors, the Grantors do hereby grant and convey unto the Grantee, its successors and assigns, a permanent, exclusive easement over, in, under, through and across the real estate shown in Exhibit A and described as follows:

RIGHT-OF-WAY DESCRIPTION PARCEL 1:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS WEST (ASSUMED BEARINGS) - 234.09 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE POINT OF BEGINNING, SAID POINT BEING 0.14 FEET LEFT OF THE EXISTING CENTERLINE OF SYLVESTER DRIVE (T.R.1600E); THENCE SOUTH 89 DEGREES 07 MINUTES 01 SECONDS EAST - 45.14 FEET TO A POINT BEING 45.00 FEET RIGHT OF CENTERLINE STATION 16+63.34; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST -1038.34 FEET TO A POINT BEING 45.00 FEET RIGHT OF CENTERLINE STATION 6+25; THENCE NORTH 89 DEGREES 57 MINUTES 14 SECONDS WEST - 45.74 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SAID POINT BEING 0.74 FEET LEFT OF SAID CENTERLINE STATION 6+25; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS EAST - 1039.00 FEET ON SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 1.08 ACRES MORE OR LESS, OF WHICH 0.72 ACRES MORE OR LESS LIES WITHIN THE EXISTING RIGHT-OF-WAY LINE OF SAID SYLVESTER DRIVE (T.R.1600E), SITUATED IN ROSE TOWNSHIP, SHELBY COUNTY, ILLINOIS.

RIGHT-OF-WAY DESCRIPTION PARCEL 2:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS WEST (ASSUMED BEARINGS) - 1273.09 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE POINT OF

BEGINNING, SAID POINT BEING 0.74 FEET LEFT OF THE EXISTING CENTERLINE OF SYLVESTER DRIVE (T.R.1600E) STATION 6+25; THENCE SOUTH 89 DEGREES 57 MINUTES 14 SECONDS EAST - 45.74 FEET TO A POINT BEING 45.00 FEET RIGHT OF SAID CENTERLINE STATION 6+25; THENCE SOUTH 00 DEGREES 02 MINUTES 46 SECONDS WEST - 285.40 FEET TO A POINT BEING 45.00 FEET RIGHT OF CENTERLINE STATION 3+39.60; THENCE NORTH 89 DEGREES 53 MINUTES 06 SECONDS WEST - 45.90 FEET ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED BOOK 552 PAGE 257 IN THE SHELBY COUNTY RECORDER'S OFFICE TO A POINT BEING 0.90 FEET LEFT OF CENTERLINE STATION 3+39.65; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS EAST - 285.35 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14 TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES MORE OR LESS, OF WHICH 0.20 ACRES MORE OR LESS LIES WITHIN THE EXISTING RIGHT-OF-WAY LINE OF SAID SYLVESTER DRIVE (T.R.1600E), SITUATED IN ROSE TOWNSHIP, SHELBY COUNTY, ILLINOIS.

The consideration hereinabove recited shall constitute payment in full for any damages to the real estate of the Grantors, its successors and assigns, by reason of the access, use and occupancy to the described real estate; provided, however, that Grantee shall pay Grantors reasonable damages to personal property of the Grantors caused by Grantee by reason of the access, use or occupancy of the described real estate. This is a permanent easement and the Grantee shall have exclusive use of the Easement Area for the reasons stated herein.

IN	WITNESS	WHEREOF , 2020.	have	executed	this	instrument	this	day of
		ı						
			MIC	HAEL L.	HAI	RTMAN		
			JAN	ET L. HA	RTN	MAN		

STATE OF ILLINOIS)) SS				
COUNTY OF SHELBY) 33				
I, the undersigned, a Notary Public certify that Michael L. Hartman, personally subscribed to the foregoing instrument, appet that he signed, sealed and delivered the said and purposes therein set forth.	/ know eared b	n to me efore m	to be the e this day	same person in person and	whose name is acknowledged
Given under my hand and official se	al this		day of		, 2020.
		Notar	y Public		
STATE OF ILLINOIS COUNTY OF SHELBY)) SS)	i.			
I, the undersigned, a Notary Public certify that <u>Janet L. Hartman</u> , personally subscribed to the foregoing instrument, appethat he signed, sealed and delivered the said and purposes therein set forth.	known eared l	to me to efore m	to be the le this day	same person in person and	whose name is d acknowledged
Given under my hand and official se	eal this		day of _		, 2020.
		Notar	y Public		

This instrument prepared by:
Jack Kiley
ERICKSON, DAVIS, MURPHY,
JOHNSON & WALSH, LTD.
132 S. Water St., Ste. 610
Decatur, IL 62523
Phone: (217) 428-0948

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Thursday, January 30, 2020 10:29 AM

To:

Rachel City Clerk

Subject:

Fw: Shelbyville Property

see my response to Jeff, below.

alan

From: Shelby County Highway

Sent: Thursday, January 30, 2020 9:54 AM

To: Mayor Jeff Johnson

Cc: 'Jack Kiley'

Subject: Re: Shelbyville Property

I do not believe the City should determine if the property is free of contamination. It should be the developer's/purchaser's responsibility to protect themselves.

I would refer Mr. kinney to the American Society of Testing Material – ASTM E-1527. This is the industry standard method of performing an environmental assessment when purchasing property.

alan

From: Mayor Jeff Johnson

Sent: Thursday, January 30, 2020 9:15 AM

To: Shelby County Highway

Cc: 'Jack Kiley'

Subject: Fw: Shelbyville Property

Alan / Jack,

Any thoughts on these attachments? This is for a car wash that Bill is proposing for North Rt 128.

Thanks.

From: William McKinney <william.mckinney@countryfinancial.com>

Sent: Tuesday, January 28, 2020 2:30 PM

To: Mayor Jeff Johnson <mayor@shelbyvilleil.net>

Subject: FW: Shelbyville Property

I was going to see if a legal person or your development dept, could take a look at this and let me know if it looks like this lot is clean with the EPA if we start digging and building?

From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Tuesday, January 28, 2020 10:25 AM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

No problem. I was getting ready to send you the attached and the print out of the State Fire Marshall indicating all the tanks were removed. We asked the same question when we bought it.

I had the info in a separate file with the title.

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Tuesday, January 28, 2020 8:50 AM

To: Bob Coble

Subject: RE: Shelbyville Property

The only last question I have is I am assuming this ground is clean as far as EPA goes. There is no old tanks or contamination? Is there a way to verify that on the internet. Not trying to be picky but I have been in the gas station business for years and wanted to make sure this land was o. k.? Please advise. Thanks Bill

William McKinney COUNTRY Financial® Representative PH. (217) 768-5550 | FAX (217) 768-5551 525 North Main Street Suite 4 Moweaqua, IL 62550

www.countryfinancial.com/william.mckinney











* 184

RETHREMENT











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From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Monday, January 27, 2020 1:14 PM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

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safe and are expecting it from the sender.

How is this revised draft? If it meets with your approval, please sine and return to me via email. I will sign and get back to you.

The down payment can be mailed to me. Our firm can close the transaction which will save us both some money.

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Monday, January 27, 2020 9:04 AM

To: Bob Coble

Subject: Re: Shelbyville Property

I believe so. Thanks Bill

Get Outlook for iOS

From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Monday, January 27, 2020 7:55:05 AM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

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Shall do. Everything else okay on the contract?

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Monday, January 27, 2020 7:25 AM

To: Bob Coble

Subject: Re: Shelbyville Property

That is perfect if it is ok with you? Thanks Bill

Get Outlook for iOS

From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Monday, January 27, 2020 6:50:00 AM

To: William McKinney < william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

I can indicate the Assessors map indicates the size is 125 ft x 204 ft. I have no definite

plat that indicates the size.

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Friday, January 24, 2020 12:58 PM

To: Bob Coble

Subject: RE: Shelbyville Property

Only have 1 question, Is there a way we could add the size of the 4 lots being purchased together in the Contract for

sale? If that makes since. My goal is to know the size of the 4 lots together? Thanks bill

From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Friday, January 24, 2020 9:35 AM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

Bill

Draft contract and a copy of the lease agreement with Pana Ice Let me know your thoughts.

Bob

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Monday, November 11, 2019 7:25 PM

To: Bob Coble

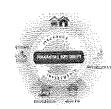
Subject: RE: Shelbyville Property

Thanks Bill

William McKinney COUNTRY Financial® Representative PH. (217) 768-5550 | FAX (217) 768-5551 525 North Main Street Suite 4 Moweaqua, IL 62550

www.countryfinancial.com/william.mckinney

























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From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Monday, November 11, 2019 2:57 PM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

\$53,000 is for all of the lots. No curb indicators or plats. You have what I have except for title docs and the lease agreement for the Ice House.

May want to check with your engineer who will also have to deal with IDOT.

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Monday, November 11, 2019 2:38 PM

To: Bob Coble

Subject: Re: Shelbyville Property

Thank you very much. Two quick things just to clarify that it's \$53,000 for all four lots correct? And then also do you have the layout showing the curb cuts and the exact sizes and location etc. I think they called it like a plat map? If you do would you mind emailing that to me. Thanks Bill

Get Outlook for iOS

From: Bob Coble <bcoble_cmlawofc@bspeedy.com>

Sent: Friday, November 8, 2019 8:42:14 AM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: RE: Shelbyville Property

CAUTION: This email is from outside of the organization. DO NOT CLICK a link or open an attachment unless you know the content is safe and are expecting it from the sender.

Spoke with my partner last evening and the price is set at \$53,000 for the lots

From: William McKinney [mailto:william.mckinney@countryfinancial.com]

Sent: Thursday, November 7, 2019 3:18 PM

To: Bob Coble

Subject: Re: Shelbyville Property

Thank you

Get Outlook for iOS

From: Bob Coble <bcoble_cmlawofc@bspeedy.com> Sent: Thursday, November 7, 2019 3:08:39 PM

To: William McKinney <william.mckinney@countryfinancial.com>

Subject: Shelbyville Property

Bill

Just returned from Springfield. Attached you will find the aerial, current tax bill which has been paid and the assessment for 2019 payable next year.

I will track down my partner this evening and get a price to you tomorrow.

Robert G.Coble

Coble & Milone 832 W.N. Ave. P.O. Box 538 Flora, IL 62839

618-662-4477 ext 23 618-662-3825 fax

From: Shelby County Highway <shelbycohwy@consolidated.net>

Sent: Monday, January 27, 2020 8:20 AM

To: Whitley, Nicki - RD, Champaign, IL; Daniel - RD, Effingham, IL Jansen

Cc: Rachel City Clerk

Subject: Re: Shelbyville RBDG for road improvements - quarterly report

Attachments: doc20200127082720.pdf

See attached quarterly report.

alan

From: Whitley, Nicki - RD, Champaign, IL **Sent:** Thursday, January 09, 2020 2:06 PM

To: shelbycohwy@consolidated.net

Subject: Shelbyville RBDG for road improvements

Alan,

Thank you for taking the time this afternoon to update me on the status of the City's project. I look forward to seeing pay requests this spring and early summer and a completed project in the future.

Thanks!

Nicki Whitley | Area Specialist Rural Development United States Department of Agriculture 2701 S Banker St, Ste 103A | Effingham, IL 62401 Phone: (217) 347-7107 ext. 5 | Fax: (855) 486-1389 www.rd.usda.gov/il | "Together, America Prospers"

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FEDERAL FINANCIAL REPORT

(Follow form instructions) Federal Agency and Organizational Element 2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) to Which Report is Submitted USDA, Rural Davelopment Rurai Business Development Grant pages 3. Recipient Organization (Name and complete address including Zip code) City of Shelbyville 170 E, Main Street Shelbyville, IL 62565 4a. DUNS Number 4b. EIN 5. Recipient Account Number or Identifying Number 6. Report Type 7. Basis of Accounting (To report mulliple grants, use FFR Attachment) 033674367 13-87-37600XXXX ⊕ Quarterly C. Semi-Annual ⊏ Annual r Final □ Cash □ Accrual 8. Project/Grant Period 9. Reporting Period End Date From: (Month, Day, Year) To: (Month, Day, Year) (Month, Day, Year) 10-01-2019 12-31-2019 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 77178 77178 g. Total Federal share (sum of lines e and f) h. Unabligated balance of Federal funds (line d minus g) 77178 Recipient Share: i. Total recipient share required 965308 j. Recipient share of expenditures k. Remaining recipient share to be provided (line i minus j) 965308 Program Income: I. 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 I minus line m or line n) c. Period From Period To . Federal Share a. Type b. Rate d. Base e. Amount Charged 11. Indirect Expense 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 c. Telephone (Area code, number and extension) 217-774-2721 Alan Spesaid, City Engineer
b. Signature of Authorized Ceptitying Official d. Email address Shelbycohwy@consolidated.net e. Date Report Submitted (Month, Day, Year) 1-27-2020 4. 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 Budgot, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Monday, January 20, 2020 10:43 AM

To:

Rachel City Clerk

Subject:

handout for tonights council meeting

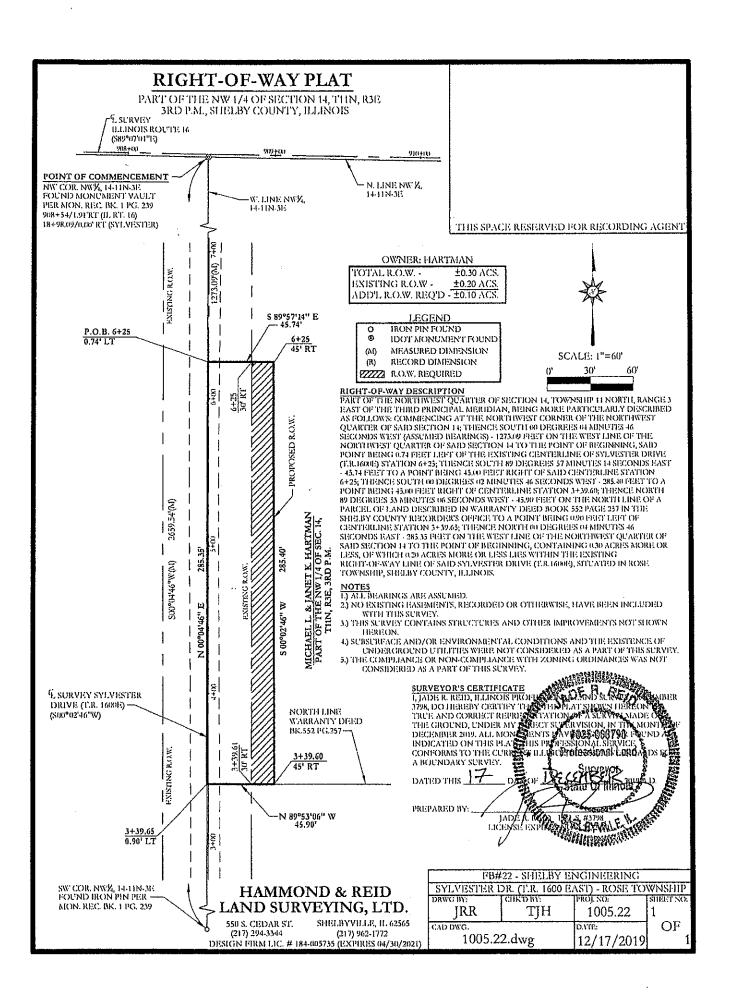
Attachments:

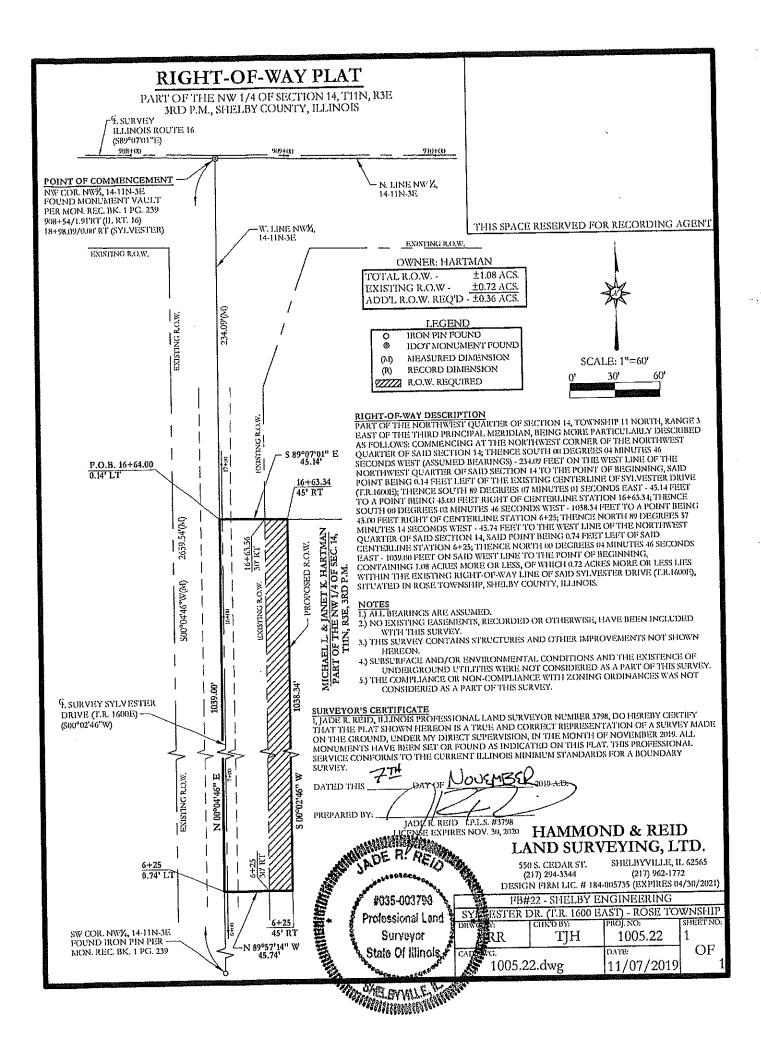
doc20200120105031.pdf

attached is handout for the hartman property easement.

thanks

alan





City Hall

From: Shelby County Highway <shelbycohwy@consolidated.net>

Sent: Thursday, December 12, 2019 10:56 AM

To:City of ShelbyvilleSubject:City Council agendaAttachments:bodine Proposal Scan.pdf

Please add the following to Monday's agenda:

- Requirement for Environmental Sampling to allow the South Morgan Street Project to proceed

thanks

alan

See attached proposal

AGREEMENT FOR PRELIMINARY SITE INVESTIGATION

BETWEEN

CITY OF SHELBYVILLE

AND

BODINE ENVIRONMENTAL SERVICES, INC.

Bodine Environmental Services, Inc. (Bodine), 5350 East Firehouse Road. Decatur, Illinois 62521, and City of Shelbyville (Client), 143 East Main Street, Shelbyville, Illinois 62565, agree that Bodine shall provide the professional services as described in accordance with and subject to the terms and conditions set forth herein.

Bodine agrees to furnish labor, materials, equipment and subcontracted services required to complete a Preliminary Site Investigation (PSI) of the potential waste sites with recognized environmental conditions (RECs) identified in the October 2, 2019, Preliminary Environmental Site Assessment prepared by Bodine. The project will be conducted for the affected rights-of-way of South Morgan Street, South 1st Street, and South Washington Street, Shelbyville, Illinois.

SCOPE OF WORK

Task 1 - Prepare PSI Work Plan

Bodine will prepare a detailed work plan in accordance with the standards and guidelines set by the Illinois Department of Transportation for highway projects.

Estimated Cost for Task 1 - \$2,550.00

Task 2 - Preliminary Site Investigation Fieldwork

Eleven soil borings will be placed in strategic locations targeting the identified RECs. Each boring will be drilled to approximately twenty feet below the ground surface. Soil will be collected continuously using split spoon samplers or macro-tube samplers. A maximum of two soil samples will be collected from each boring and submitted for laboratory analysis. Laboratory analysis for proposed borings B1 through B5 includes benzene, ethylbenzene, toluene, and xylenes by method 8021, polyaromatic hydrocarbons by method 8270C SIM, lead by 6010B, and pH by 9045D. Laboratory analysis for proposed borings B6 through B11 includes Target Compound List (TCL) volatile organic compounds by method 8260B, TCL semi volatile organic compounds by 8270C, 8 Resource Conservation and Recovery Act Metals by 6010B, and pH by 9045D. Laboratory analysis for borings B10 and B11 will also include polychlorinated biphenyls by 8082.

Soil samples will be field screened with a photo ionization detector. Soil samples will be collected and placed in clean laboratory grade containers in accordance with SW846 Method 5035. All sampling trowels, drilling equipment, and sampling equipment will be decontaminated before

drilling and between boreholes using high pressure heated tap water or a detergent and water wash followed by a tap water rinse. Field personnel will use a new pair of disposable nitrile gloves before each sample is collected.

The lithology of each boring will be recorded by field personnel.

If encountered following boring installation a groundwater grab sample will be collected from the boring and analyzed for the same chemical constituents as proposed for soil with the exception of pH.

Estimated Cost for Task 2 - \$25,900.00

Task 3 - Data Review and Reporting

Soil boring logs will be prepared documenting the geology of the subsurface soil in each boring. Analytical results will be tabulated. Bodine will summarize the activities conducted during the PSI and present the analytical data to the Client in the form of a Preliminary Site Investigation Report in accordance with the standards and guidelines set by the Illinois Department of Transportation for highway projects.

Estimated Cost for Task 3 - \$4,200.00

Assumptions:

Prevailing wages apply for non-salaried personnel; and Flagmen required as part of traffic control.

CLIENT:	BODINE:				
City of Shelbyville 143 East Main Street Shelbyville, Illinois 62565	Bodine Environmental Services, Inc. 2509 West Iles Ave, Suite 103 Springfield, Illinois 62704				
	Mr. Robert Rogers, P.E.				
Ву:	By:				
Title:	Title: Springfield Division Manager				
Date:	Date:				

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Saturday, December 7, 2019 10:36 AM

To:

City Clerk

Subject:

Re: Final Site Plan - N 4th St Apartments

I have reviewed the plans.

The only comment I have is:

Will the existing ditch (that appears to have minimal slope) be able to handle the stormwater from this
project.

thanks

alan

From: City Clerk

Sent: Thursday, December 05, 2019 8:03 AM

To: Shelby County Highway

Subject: RE: Final Site Plan - N 4th St Apartments

Thank you.

Thank you,

Rachel Wallace

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

From: Shelby County Highway <shelbycohwy@consolidated.net>

Sent: Thursday, December 5, 2019 7:41 AM **To:** City Clerk <cityclerk@shelbyvilleil.net>

Subject: Re: Final Site Plan - N 4th St Apartments

I will complete my review by Monday.

sorry its taken so long.

alan

From: City Clerk

Sent: Wednesday, December 04, 2019 1:58 PM

To: Shelby County Highway

Subject: Final Site Plan - N 4th St Apartments

Alan,

Have you gotten a chance to review the road from site plan for Zimmer yet?

Thank you,

Rachel Wallace

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

City Clerk

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Thursday, November 14, 2019 7:50 AM

To:

Rachel City Clerk

Subject:

Drive Through inspection Report

Attachments:

MEMORANDUM drive through inspection.docx

Rachel,

See attached inspection per your request.

MEMORANDUM

Date: November 14, 2019

To:

City of Shelbyville

From:

Alan Spesard, City Engineer

As requested, On November 13, 2019, I performed an inspection of the Drive Through floor system located adjacent to City Hall.

My findings are as follows:

- There is a small area of the concrete floor that has concrete spalled off due to structural distress. This area has exposed reinforcing bars. I consider this area failed.
- There are numerous areas of the floor that has significant cracking and deformation. This is a sign of severe deterioration.
- The I-Beams supporting the floor appear to be in good condition.

I recommend complete repair of the floor slab be performed.

I consider the floor slab to qualify as an emergency repair if continued vehicular storage is needed.

Alan Spesard, PE City Engineer

City Clerk

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Thursday, November 14, 2019 7:07 AM

To:

Rachel City Clerk

Subject:

Evaluation of Drive Though

I inspected the condition of the drive through concrete flooring on November 13, 2019.

The following are the results of the inspection:

- a portion of the concrete floor slab has failed entirely. Concrete has spalled and reinforcing bars are exposed.
- other areas of the concrete floor slab has significantly deteriorated. Significant cracking and deformation can be found throughout.
- The I-beams supporting the floor slab appear to be in good condition.

I recommend consideration of an emergency repair be performed to allow continued use of the drive through.

Alan Spesard, PE City Engineer

City Clerk

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Tuesday, October 29, 2019 9:18 AM

To:

Rachel City Clerk

Subject:

Attachments:

City Council Agenda joint agreement streetscape.pdf; resolution streetscape.pdf

Please add to City Council agenda:

- Joint agreement and Resolution for Streetscape Project

see attached handouts.

thanks



Local Public Agency Agreement for Federal Participation



Local Public Age	епсу			County	Section	Number
City of Shelby	ville			Shelby	13-000	55-00-SW
Fund Type		ITEP, SRTS, HS	IP Number(s)	MPO Name	MPO TIP N	lumber
ITEP		720001		N/A	N/A	
	on State Letting	Construction Local Letti	ng Day Labor	Local Administe	ered Engineering	Right-of-Way
Construction		Engineering		Right of	Way	
Job Number	Project Number	Job Number	Project Number	Job Num	iber Project Νι	ımber
C-97-007-19	TU34(077)					
improve the desibehalf of the LP/	gnated location as des	tment of Transportation cribed below. The impreSTATE using the STATerred to as "FHWA".	ovement shall be con	sulted in accordant	ce with plans prepa	ired by, or on the Federal
Local Street/Roa	ad Name	Key Route	Len		From	To
Main Street (L Route 16)	FAP 0325	0.1	7	13.19	13.36
Location Termin	<u> </u>	···				
Broadway Str	eet to Washington	Street				
Current Jurisdict				Existing Structure I	Number(s)	Add Location
City of Shelby	yville			N/A		Remove
various other	LOCAL PUBLIC A	GENCY APPROPRI	the state of the s			
By execution of fund the LPA sh	this Agreement the LP. are of project costs. A	A attests that sufficient copy of the authorizing	moneys have been a resolution or ordinan	ppropriated or rese ce is attached as a	erved by resolution n addendum.	or ordinance to
Check One METHOD A	- Lump Sum (80% of L	THOD OF FINANCIN	NG - (State-Let Co)	ntract Work Onl	y)	
billing, in lump s	um, an amount equal t ainder of the LPA's ob	ne contract for this impro 0 80% of the LPA's esti ligation (including any r project based on final c	mated obligation incu nonparticipating costs	rred under this agr	eement. The LPA	will pay to the
☐ METHOD B	- Monthly	Payments of contract for this improve	dı	e by the	of each succe	essive month.
an estimated pe LPA will pay to t	riod of months, or until	contract for this improvements and the LPA's estimater of the LPA's obligated	nated obligation unde	r the provisions of	the agreement has	been paid. The
METHOD €	C - LPA's Share <u>Bal</u>	ance	divided by es	timated total cost n	nultiplied by actual	progress payment
STATE within the total cost multiple	irty (30) calendar days	ne contractor's first and of receipt, an amount e ent (appropriately adjus n paid.	equal to the LPA's sh	are of the construc	tion cost divided by	the estimated

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

- 1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- 4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
- 5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
- 6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- 7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
- 11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
- 12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.
- 13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
- 14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them
 for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,
 State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of
 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- 15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 16. (STATE Contracts). That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- 17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
- 18. To regulate parking and traffic in accordance with the approved project report.
- 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
- 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
- 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
- 26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- 27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
- 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

- To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

- 4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction
 - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE,

IT IS MUTUALLY AGREED:

- 1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- 2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 3. This agreement shall be binding upon the parties, their successors and assigns.
- 4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- 6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Addit	ion	al information and/or stipulations are hereby attached and identified below as being a part of this agreement.
X	1.	Location Map
		Division of Cost
X	3.	Appropriation Resolution
ت د	D.	VEA.

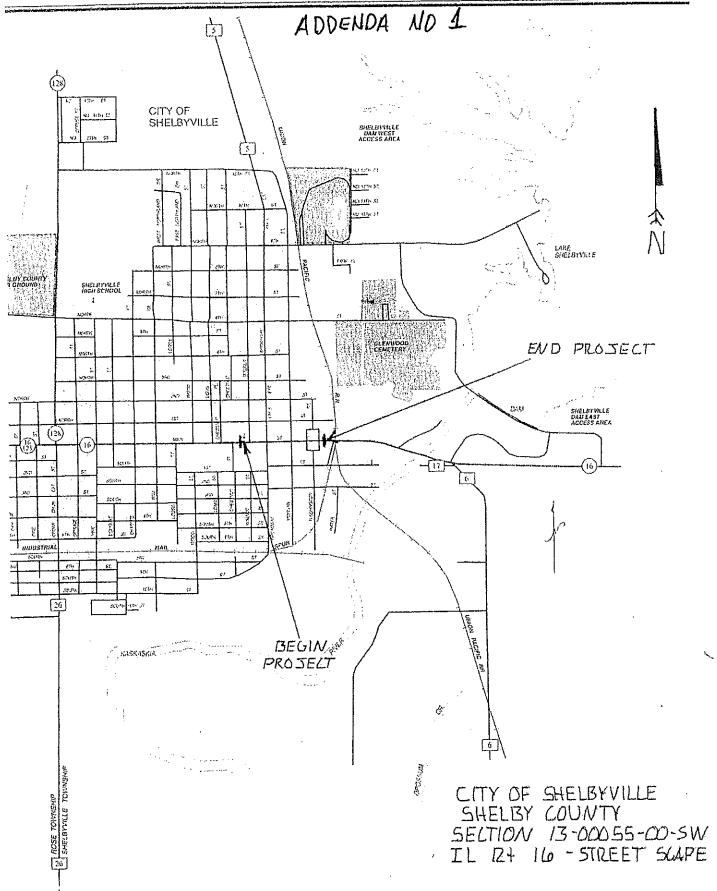
Add Row

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED	APPROVED	
	State of Illinois	e .
Local Public Agency	Department of Transport	
Name of Official (Print or Type Name)	Omer Osman P.E., Acting Secretary	Date
Jeff Johnson		
Title of Official		
Mayor	By:	
Signature Date	Director of Planning & Programming	Date
The above signature certifies the agency's Tin number is 376002116 conducting business as a Governmental Entity	Director of Planning & Programming	Date
Duns Number 033674367	Philip C. Kaufmann, Chief Counsel	Date
	Chief Fiscal Officer (CFO)	Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

CITY MAP OF SHELBYVILLE



ADDENDA NUMBER 2

Local Public Agency						County			Section Number	
City of Shelbyville						Shelby			13-00055-00-SW	
Construction			Engineering	ring				Right of Way		
Job Number	Project Number		Job Number	ber		Project Number		Job Number	Project Number	lumber
C-97-007-19	TU34(077)								•	
					DIVISION	DIVISION OF COST	٠			
		Federal Funds	spi			State Funds		Local	Local Public Agency	
Type of Work	Fund Type	pe Amount		% F	Fund Type	Amount	%	Fund Type	Amount %	Totals
Participating Construction	ITEP	\$1,024,702.00	702.00	*				Local	\$256,175.00 BAL	L \$1,280,877.00
Construction Engineering	ITEP	\$92,	\$92,628.00	*				Local	\$23,157.00 BAL	L \$115,785.00
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LO-JA-LASANAW TITLET ATT 1	Total	tal \$1,117,330.00	330.00		Total			Total	\$279,332.00	\$1,396,662.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% ITEP funds NTE \$1,117,330

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

City of Shelbyville

Section No.: 13-00055-00 SW

Addenda #3

RESOLUTION

WHEREAS, the City of Shelbyville endeavors to construct a streetscape items including sidewalks, lighting, storm sewer, landscaping, pavement marking, and other incidentals with termini from Broadway Street East to Washington Street that is approximately 0.2 miles in length and known to the Illinois Department of Transportation as MFT Section Number 13-00055-00 SW.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW THEREFORE, BE IT RESOLVED that the City of Shelbyville authorizes \$280,000 or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 13-00055-00 SW.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Certificate:				
I,	, Cle	rk in and for said City in	the State o	f Illinois, and keeper
of the records and	files thereof, as	s provided by statute, do	hereby cer	tify the foregoing to
		opy of a Resolution ador		
meeting held on _	_	, 20		
-		eunto set my hand and af		
	, 20 ,	, in Shelby County	, this	day of
	_, 20			
(SEAL)				
(02112)				·
***************************************			r	lark.

City Clerk

From: Shelby County Highway <shelbycohwy@consolidated.net>

Sent:Tuesday, October 22, 2019 7:22 AMTo:Daniel - RD, Effingham, IL Jansen

Cc:Rachel City ClerkSubject:quarterly report

Attachments: doc20191022072836.pdf

Dan

see attached quarterly report.

FEDERAL FINANCIAL REPORT

			(F	Follow form in	structions)			_	
1. Federal Ag	ency and Organia	zational Element	2. Federal Gra	nt or Other Id	entifying Number Assigne	d by Federal	Agency	Page	of
to Which Fl	eport is Submitte	đ	(To report m	sultiple grants	, use FFR Attachment)			1	
USDA, Rural D	evelopment		Rural Business	Development C	Grant				1
				•					'
									pages
3. Recipient C	Organization (Nam	ne and complete address i	ncludina Zio cade)						I
City of Shelbyv			rote and appropriate						
170 E. Main \$1	reet Shelbyville, it	62565							
4a. DUNS Nu	mber	4b. EIN			er or Identifying Number	6. Re	port Type	7. Basis of Accou	ınting
033674367		13-87-37600XXXX	(To report n	nultiple grants	s, use FFR Attachment)	r• Qu	arterly		
						C Se	mi-Annual		
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8. Project/Gra	ot Period					n Fir			louruar
	nth, Day, Year)		To: (Month, Da	u Voort) Period End D Day, Year)	iate	
07-01-2019	ani, ouy, reary		09-30-2019	iy, real)		(NACTION)	Day, rear)		
			100-00-2010			<u> </u>			
10. Transac	tions							Cumulative	
(Use lines a-d	for single or m	ultiple grant reporting)							
Federal Casi	n (To report mu	Itiple grants, also use FF	R Attachment):						
a. Cash R	eceipts								
b. Cash D	sbursements			•	V-0				
c. Cash or	Hand (line a mir	nus b)							
(Use lines d-d	o for single gran	t reporting)							
Federal Expe	enditures and U	nobligated Balance:							
d. Total Fe	ederal funds auth	orized		***************************************					
e. Federal	share of expend	itures							
f. Federal	share of unliquid	lated obligations					77178		
g, Total Fe	deral share (sum	n of lines e and f)					77178		
		ederal funds (line d minus	g)				77178		
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Expense			<u> </u>			1			
				g. Totals:					
12. Remarks:	Attach any expla	nations deemed necessar	y or information requ	ired by Feder	ral sponsoring agency in c	ompliance wit	h governing le	gislation:	
40. Oorbillaati	and Duration	A1.1	1 1 1 1 1 1		H ear and				
		this report, I certify to the							
		receipts are for the purp				ware that an	y false, fictitio	ous, or fraudulent l	nformation
may subje	ect me to crimin	al, civil, or administrative	e penalties. (U.S. Co	de, Tille 18,	Section 1001)				
a. Typed or Pri	inted Name and	Tille of Authorized Certifyin	ng Official			c. Telephor	e (Area code,	number and extensi	ion)
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	h /	^		7		Shelbycohwy	@consolidated.r	net	
b. Signature of	Authorized Cert	lying Ollicial				e. Date Re	ort Submitted	(Month, Day, Year)	1
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		(I	(14. Agency	use only:		

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

Paperwork Burden Statement

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: Sent: To: Subject: Attachments:	Shelby County Highway <shelbycohwy@consolidated.net> Tuesday, September 10, 2019 7:39 AM jeff johnson; Thom Shaffer; Rachel City Clerk; City Treasurer additional MFT revenue shelby county added MFT revenue 1.5 bill.pdf; CL2019-18 Local Govt Component of REBUILD ILLINOIS.pdf; shelby county MFT increase 19 cent tax.pdf</shelbycohwy@consolidated.net>
FYI	

Attached is information that indicates Shelbyville will receive additional MFT revenue due to the capital bill:

- additional revenue due to 19 cent tax increase will be approximately \$82,000 per year. First installment should be received this month and each month thereafter.
- additional revenue due to the \$1.5 billion bond will be approximately \$309,942 spread out over 3 to 5 years. First installment will probably be this FY.

In addition, looks like additional funding is provided for grant opportunities. I will try to keep you posted.

			Existing	Capital Bill*	
County	<u>Name</u>	<u>Entity</u>	CY2018 MFT	PA 101-0029	<u>Increase</u>
Shelby	Shelby	County	\$373,118.12	\$959,894	157%
Shelby	Cowden	Municipality	\$16,123.40	\$41,479	157%
Shelby	Findlay	Municipality	\$17,507.58	\$45,040	157%
Shelby	Herrick	Municipality	\$11,176.14	\$28,752	157%
Shelby	Moweaqua	Municipality	\$46,934.68	\$120,745	157%
Shelby	Oconee	Municipality	\$4,614.01	\$11,870	157%
Shelby	Shelbyville	Municipality	\$120,476.73	\$309,942	157%
Shelby	Sigel	Municipality	\$9,561.26	\$24,598	157%
Shelby	Stewardson	Municipality	\$18,814.87	\$48,404	157%
Shelby	Strasburg	Municipality	\$11,970.79	\$30,796	157%
Shelby	Tower Hill	Municipality	\$15,661.98	\$40,292	157%
Shelby	Windsor	Municipality	\$30,426.79	\$78,277	157%
Shelby	Ash Grove	Road District	\$98,999.75	\$254,689	157%
Shelby	Big Spring	Road District	\$65,136.46	\$167,572	157%
Shelby	Clarksburg	Road District	\$59,402.52	\$152,821	157%
Shelby	Cold Spring	Road District	\$77,184.10	\$198,566	157%
Shelby	Dry Point	Road District	\$52,972.57	\$136,279	157%
Shelby	Flat Branch	Road District	\$79,493.66	\$204,508	157%
Shelby	Herrick	Road District	\$42,969.16	\$110,544	157%
Shelby	Holland	Road District	\$47,706.70	\$122,732	157%
Shelby	Lakewood	Road District	\$65,795.51	\$169,267	157%
Shelby	Moweaqua	Road District	\$23,862.65	\$61,390	157%
Shelby	Oconee	Road District	\$115,562.17	\$297,298	157%
Shelby	Okaw	Road District	\$45,227.11	\$116,352	157%
Shelby	Penn	Road District	\$50,172.94	\$129,076	157%
Shelby	Pickaway	Road District	\$68,665.55	\$176,651	157%
Shelby	Prairie	Road District	\$112,452.87	\$289,299	157%
Shelby	Richland	Road District	\$80,166.27	\$206,238	157%
Shelby	Ridge	Road District	\$74,350.13	\$191,275	157%
Shelby	Rose	Road District	\$60,561.33	\$155,802	157%
Shelby	Rural	Road District	\$76,286 <i>.</i> 75	\$196,257	157%
Shelby	Shelbyville	Road District	\$72,917.11	\$187,588	
Shelby	Sigel	Road District	\$48,907.63	\$125,821	
Shelby	Todds Point	Road District	\$37,625.93	\$96,797	
Shelby	Tower Hill	Road District	\$72,654.50	\$186,913	
Shelby	Windsor	Road District	\$71,573.09	\$184,131	157%

Notes:

\$2,277,032.81 \$5,857,955.00 157%

^{* \$1.5} Billion to Local Roads via Bond Proceeds.
CY2018 MFT from "For The Record Fiscal Year 2018", Illinois Department of Transportation



September 6, 2019

CIRCULAR LETTER 2019-18

LOCAL GOVERNMENT COMPONENT OF REBUILD ILLINOIS CAPITAL PLAN

COUNTY ENGINEERS / SUPERINTENDENTS OF HIGHWAYS MUNICIPAL ENGINEERS / DIRECTORS OF PUBLIC WORKS / MAYORS METROPOLITAN PLANNING ORGANIZATIONS – DIRECTORS TOWNSHIP HIGHWAY COMMISSIONERS

On June 28th, 2019 Governor Pritzker signed the REBUILD ILLINOIS capital plan to fund transportation projects along with many other investments. This circular letter intends to provide a summary of the Public Acts 101-0029, 101-0030, and 101-0032, as they pertain to local highway transportation.

Beginning July 1st, 2019, the Motor Fuel Tax (MFT)law was amended to impose a tax rate increase from 19 cents to 38 cents per gallon on motor fuel which will be adjusted annually if any on July 1st of each subsequent year based on the Consumer Price Index. A tax rate of 7.5 cents per gallon on diesel fuel was also effective beginning July 1st, 2019. These Public Acts also amend the State Finance Act to create the Transportation Renewal Fund as a new fund in the State Treasury. This special fund will collect each month an amount equal to the amount of tax collected from the additional 19 cents taxes on motor fuel and will be distributed monthly as shown in Attachment A.

It is important to note that although the tax rate on motor fuel has doubled, local agencies will **not** receive an amount equal the double of their current allotment, rather, Agencies should anticipate receiving two allotments of different amounts each month. The first allotment will be based on the previous tax rate of 19 cents per gallon and will continue to follow the existing distribution shown in attachment B. The second allotment will be based on the additional taxes and will follow the distribution in attachment A. Both allotments are expected to be distributed within a few days of each other. Even though agencies will receive separate payments, for accounting purposes these distributions should be combined in their MFT account. Both allotments shall be administered in accordance with MFT standards, policies, and procedures.

Local Government Component of Rebuild Illinois Capital Plan Page 2 August 30, 2019

The Illinois Department of Revenue informed Illinois Department of Transportation (IDOT) that transfer of money into the Transportation Renewal Fund has begun in August for the month of July which means that local agencies should expect the first additional payment from the Transportation Renewal Funds in September.

Municipalities in Cook County are authorized to impose an additional 3 cents per gallon on motor fuel with the tax to be administered by the Illinois Department of Revenue. This new local tax requires the Department of Revenue to develop new forms, make programing changes, and provide guidance to affected taxpayers. The Department of Revenue is working to implement these changes and will provide additional details soon for municipalities in Cook county who are interested in imposing this tax.

In addition to DuPage, Kane and McHenry counties, the county boards of Lake and Will counties may, by ordinance or resolution impose a rate between 4 cents and 8 cents per gallon on motor fuel sold at retail within their county.

As part of the REBUILD ILLINOIS capital plan, the sum of \$1.5 Billion is appropriated to the IDOT from the Transportation Bond Series A fund for grants to the local public agencies. The allocation of these funds will be as follow:

Municipalities	\$736,500,000.
Counties with or over 1,000,000 population	\$251,100,000.
Counties under 1,000,000 population	\$274,050,000.
Road Districts	\$238,350,000.

Funds received from the bonded grants must be deposited into the local agencies' MFT accounts and expended in accordance with MFT standards, policies and procedures. IDOT will distribute these funds to the local agencies based on the regular MFT formula. These grants will be distributed over a number of years, not all at once. The Governor's Office of Management and Budget will be coordinating the timing of the bond sales. Once the sales have been completed, IDOT will inform the local agencies through another circular letter on when they should expect these funds.

In Spring of this year, when developing the Multi Year Program (MYP 2020-2025) and facing a low State Road Fund balance, the Department made the difficult choice of cutting many State programs in order to have a balanced program. Unfortunately, local benefit programs such as Consolidated County, Needy Township and High Growth Cities programs were cut by 75% with the State Match Assistance being cut by 50%. The State budget signed into law on June 5th, 2019 reflected those cuts. After the approval of the capital program on June 28th, 2019, IDOT intends to fully restore these local benefits back to their original total amounts contingent upon receiving a supplemental appropriation from the General Assembly during the fall veto session. The Department has already restored the State Match Assistance back to 100% and the commitment was sent on August 15th through Circular Letter 2019-15.

Local Government Component of Rebuild Illinois Capital Plan Page 3 August 30, 2019

<u>Public Act 101-0032</u> contains additional funding and some additional requirements for the Illinois Transportation Enhancement Program. Additional guidance will be provided on the Illinois Transportation Enhancement Program webpage as soon as all the information is available.

<u>Public Act 101-0029</u> includes appropriations from the Build Illinois Bond Fund to the Department of Commerce and Economic Opportunity for grants for specific local agency projects. The Department encourages local agencies to read the Act for a complete list of all those projects.

If you have any questions regarding this circular letter, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972 or Bablibile.Seck@illinois.gov.

Sincerely,

Omer M. Osman, P.E. Acting Secretary

Attachment

CC:

Arlene Kocher, FHWA - Illinois Division

Mike Pedigo, Illinois Association of County Engineers

Brad Cole, Illinois Municipal League Bryan Smith, Township Officials of Illinois

Charlie Montgomery, Township Highway Commissioners of Illinois

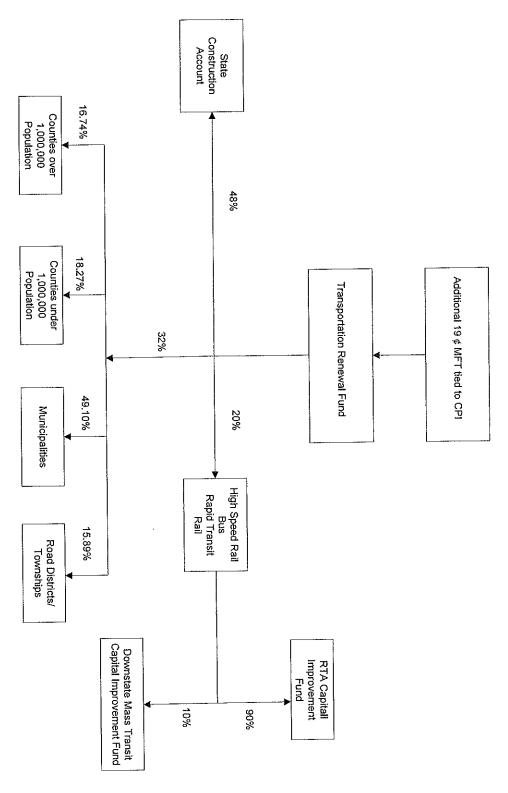
bcc:

Matt Magalis

Doug House Paul A. Loete Anthony Quigley Masood Ahmad Kensil Garnett Jeff Myers Keith Roberts

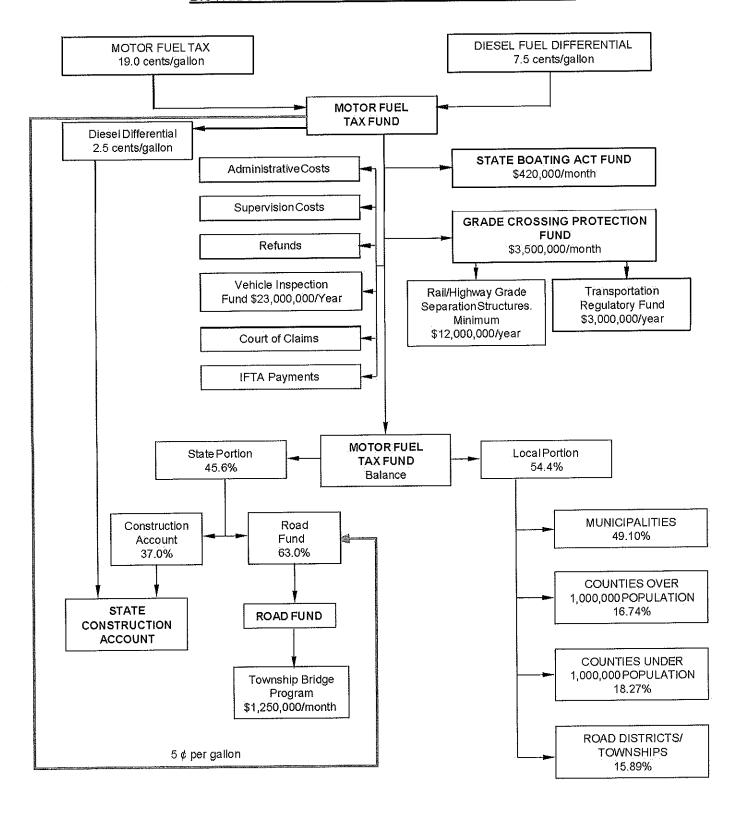
Attachment A

Transportation Renewal Fund Distribution



Attachment B

DISTRIBUTION OF THE ILLINOIS MOTOR FUEL TAX FUND



			cullent	New	opereons
Shelby	Shelby	County	\$373,118.12	\$626,018	68%
Shelby	Cowden	Municipality	\$16,123.40	\$27,052	68%
Shelby	Findlay	Municipality	\$17,507.58	\$29,374	68%
Shelby	Herrick	Municipality	\$11,176.14	\$18,751	68%
Shelby	Moweaqua	Municipality	\$46,934.68	\$78,747	68%
Shelby	Oconee	Municipality	\$4,614.01	\$7,741	68%
Shelby	Shelbyville	Municipality	\$120,476.73	\$202,136	68%
Shelby	Sigel	Municipality	\$9,561.26	\$16,042	68%
Shelby	Stewardson	Municipality	\$18,814.87	\$31,568	68%
Shelby	Strasburg	Municipality	\$11,970.79	\$20,085	68%
Shelby	Tower Hill	Municipality	\$15,661.98	\$26,278	68%
Shelby	Windsor	Municipality	\$30,426.79	\$51,050	68%
Shelby	Ash Grove	Road District	\$98,999.75	\$166,102	68%
Shelby	Big Spring	Road District	\$65,136.46	\$109,286	68%
Shelby	Clarksburg	Road District	\$59,402.52	\$99,666	68%
Shelby	Cold Spring	Road District	\$77,184.10	\$129,500	68%
Shelby	Dry Point	Road District	\$52,972.57	\$88,877	68%
Shelby	Flat Branch	Road District	\$79,493.66	\$133,375	68%
Shelby	Herrick	Road District	\$42,969.16	\$72,094	68%
Shelby	Holland	Road District	\$47,706.70	\$80,042	68%
Shelby	Lakewood	Road District	\$65,795.51	\$110,392	68%
Shelby	Moweaqua	Road District	\$23,862.65	\$40,037	68%
Shelby	Oconee	Road District	\$115,562.17	\$193,890	68%
Shelby	Okaw	Road District	\$45,227.11	\$75,882	68%
Shelby	Penn	Road District	\$50,172.94	\$84,180	68%
Shelby	Pickaway	Road District	\$68,665.55	\$115,207	68%
Shelby	Prairie	Road District	\$112,452.87	\$188,674	68%
Shelby	Richland	Road District	\$80,166.27	\$134,503	68%
Shelby	Ridge	Road District	\$74,350.13	\$124,745	68%
Shelby	Rose	Road District	\$60,561.33	\$101,610	68%
Shelby	Rural	Road District	\$76,286.75	\$127,994	68%
Shelby	Shelbyville	Road District	\$72,917.11	\$122,340	68%
Shelby	Sigel	Road District	\$48,907.63	\$82,057	68%
Shelby	Todds Point	Road District	\$37,625.93	\$63,129	68%
Shelby	Tower Hill	Road District	\$72,654.50	\$121,900	68%
Shelby	Windsor	Road District	\$71,573.09	\$120,085	68%

City Hall

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Thursday, August 29, 2019 8:03 AM

To:

Mayor Jeff Johnson; Jack Kiley

Cc:

City Hall; Street Commissioner

Subject:

Re: IHI Turbo Annexation Ordinance

IDOT called me and said they are ok with transferring the jurisdiction of the road to the City as long as they still have access.

alan

From: Shelby County Highway

Sent: Tuesday, August 27, 2019 11:19 AM

To: Mayor Jeff Johnson; Jack Kiley
Cc: City Hall; Street Commissioner

Subject: Re: IHI Turbo Annexation Ordinance

I called IDOT and they say it is a public road.

The Road has joint maintenance jurisdiction between the County and IDOT.

IDOT will get back to me about making it City road jurisdiction.

IDOT also agrees that the road should be considered within the City Limits due to the annexation.

alan

From: Mayor Jeff Johnson

Sent: Tuesday, August 27, 2019 9:34 AM

To: Jack Kiley

Cc: Shelby County Highway; City Hall; Street Commissioner

Subject: Re: IHI Turbo Annexation Ordinance

Jack,

Do you see that as a public road? Or is it a private road and would need to be deeded over / annexed? With the awarding of the bid for Sylvester next Tuesday, we will need to start formalizing / planning on the next potential phase.

Alan,

Who would we contact with the county to recognize it as a city road?

From: Jack Kiley <jkiley@ericksondavislaw.com>
Sent: Tuesday, August 13, 2019 12:35:24 PM
To: Mayor Jeff Johnson <mayor@shelbyvilleil.net>

Cc: Shelby County Highway < shelbycohwy@consolidated.net>; City Hall < cityhall@shelbyvilleil.net>; Street

Commissioner <streetcom@shelbyvilleil.net> **Subject:** RE: IHI Turbo Annexation Ordinance

Mayor,

I agree with Alan. I've looked at the annexation documentation. No question the boundary would extend to the far side of the highway. I've always interpreted that part of the statute so as to make clear who would have repair, maintenance, and law enforcement responsibilities for a highway. As things progress it might be a good idea to make sure we're on the same page with the county.

Thanks, Jack

From: Mayor Jeff Johnson <mayor@shelbyvilleil.net>

Sent: Friday, August 2, 2019 10:12 AM

To: Jack Kiley < jkiley@ericksondavislaw.com>

Cc: Shelby County Highway <shelbycohwy@consolidated.net>; City Hall <cityhall@shelbyvilleil.net>; Street

Commissioner <streetcom@shelbyvilleil.net>
Subject: Fw: IHI Turbo Annexation Ordinance

Jack,

Thoughts? Is the road on the west side of IHI turbo a city road? Or a county road?

Jim Dial is asking about access to his property from this road.

Thanks.

From: Shelby County Highway <shelbycohwy@consolidated.net>

Sent: Friday, August 2, 2019 9:43 AM

To: Mayor Jeff Johnson < mayor@shelbyvilleil.net Subject: Re: IHI Turbo Annexation Ordinance

The road right-of-way was deeded to Shelby County from the Airport in 1972.

The County provided a perpetual easement to IDOT in 1972.

The City's 1984 annexation legal description does not include the road right-of-way.

The annexation statutes states that the "boundary shall extend to the far side of any adjacent highway"

"even though not included in the legal description" (65 ILCS 5/7-1-1)

My conclusion is:

The County has ownership of the road ROW. The IDOT has an Easement of the road ROW. AND The road IS within the City limits per the annexation statutes.

Can't get any more complicated then that !!

Might need to talk to Jack about this

From: Mayor Jeff Johnson

Sent: Friday, August 02, 2019 8:12 AM

To: Shelby County Highway

Subject: Fw: IHI Turbo Annexation Ordinance

Alan,

Can you tell anything from this?

Thanks

From: City Clerk < cityclerk@shelbyvilleil.net Sent: Thursday, August 1, 2019 2:54 PM

To: Mayor Jeff Johnson < mayor@shelbyvilleil.net >

Subject: IHI Turbo Annexation Ordinance

Jeff,

Attached is the IHI Turbo Annexation Ordinance. There is a map on page 8.

Please let me know if this isn't what you need.

Thank you, Rachel Wallace City Clerk City of Shelbyville 217/774-5531

----Original Message----

From: cityhall@consolidated.net <cityhall@consolidated.net>

Sent: Thursday, August 1, 2019 1:55 PM To: City Clerk <<u>cityclerk@shelbyvilleil.net</u>> Subject: Message from "MPC2003-6805"

This E-mail was sent from "MPC2003-6805" (MP C2003).

Scan Date: 08.01.2019 14:54:46 (-0400) Queries to: cityhall@consolidated.net

No virus found in this message. Checked by AVG - <u>www.avg.com</u>

Version: 2016.0.8048 / Virus Database: 4793/15884 - Release Date: 08/14/18

Internal Virus Database is out of date.

City Hall

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Tuesday, August 27, 2019 12:57 PM

To:

City of Shelbyville

Subject:

gata training

Attachments:

doc20190827130227.pdf

see attached.

someone should attend this if at all possible.

I took a previously scheduled class.

August 1, 2019

DISTRICT 7
GATA WORKSHOP FOR LOCAL PUBLIC AGENCIES

Dear Sir or Madam:

You and your staff are invited to join the Illinois Department of Transportation (IDOT) for a one-day workshop on the Grant Accountability and Transparency Act (GATA). This workshop will include a presentation followed by demonstrations and an opportunity for questions and answers. This workshop will be the same workshop that was previously offered on July 15, 2019 and July 18, 2019. The workshop will be offered two additional times:

Class A: September 16, 2019 9:00 A.M. – 12:00 P.M.* Class B: September 19, 2019 9:00 A.M. – 12:00 P.M.*

*IDOT staff will stay and answer questions as needed.

The classes will be held at the Illinois Emergency Management Agency (IEMA) building located at 311 Miracle Avenue, Effingham, Illinois. Additional parking will be provided at the Effingham Assembly Church.

We encourage you to include all staff responsible for GATA to attend this workshop. Classroom space is limited to 70 participants per class, so please RSVP by contacting Katie Venetis by phone at 217-342-8322 or by email at katie.venetis@illinois.gov. RSVP deadline is September 9, 2019.

Verv truly yours.

Sherry A. Phillips, P.E.

District Engineer of Local Roads and Streets

SP:kv

City Clerk

From:

Shelby County Highway <shelbycohwy@consolidated.net>

Sent:

Thursday, August 1, 2019 4:46 PM

To:

City Clerk

Cc:

Keith Petard

Subject:

Bid Package - Sylvester Drive

Attachments:

Plans - Sylvester Drive.pdf; Specifications - Sylvester Drive.pdf

Follow Up Flag: Flag Status:

Follow up Flagged

Categories:

Green category

Rachel,

attached are the bid package.

You may send them to interested contractors that are prequalified with IDOT.

thanks



Local Public Agency Formal Contract Proposal

	PROPOSAL SUBMITTED BY
	Contractor's Name
	Street P.O. Box
	City State Zip Code
STATE OF ILLINOIS	
COUNTY OF SHELBY	
CITY OF SHELBYVILLE (Name of City, Village, Town or Road D	listrict)
	nonoy
FOR THE IMPROVEMENT OF	· •
STREET NAME OR ROUTE NO. SYLVESTER DRIV SECTION NO. 18-00061-00-RS	E
TYPES OF FUNDS EDP, MFT	
SPECIFICATIONS (required)	
For Municipal Projects	Department of Transportation
For Municipal Projects Submitted/Approved/Passed	Department of Transportation Released for bid based on limited review
Submitted/Approved/Passed	Released for bid based on limited review
. 11.1	
Submitted/Approved/Passed Mayor Plesident of Board of Trustees Municipal Official	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed	Released for bid based on limited review
Submitted/Approved/Passed Mayor Desident of Board of Trustees III Municipal Official Date 7/70/19	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Plesident of Board of Trustees Municipal Official Date 7/20//9 For County and Road District Projects	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Desident of Board of Trustees (1) Municipal Official Date 7/70/19 For County and Road District Projects Submitted/Approved	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Plesident of Board of Trustees Municipal Official Date 7/20//9 For County and Road District Projects	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Plesident of Board of Trustees Municipal Official Date 7/70/19 For County and Road District Projects Submitted/Approved Highway Commissioner	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Desident of Board of Trustees (1) Municipal Official Date 7/70/19 For County and Road District Projects Submitted/Approved	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Plesident of Board of Trustees Municipal Official Date 7/70/19 For County and Road District Projects Submitted/Approved Highway Commissioner	Released for bid based on limited review Why My W Regional Engineer 7-29-19
Submitted/Approved/Passed Mayor Plesident of Board of Trustees Municipal Official Date 7/70/9 For County and Road District Projects Submitted/Approved Highway Commissioner Date	Released for bid based on limited review Why My W Regional Engineer 7-29-19

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County	SHELBY
Local Public Agency	CITY OF SHELBYVILLE
Section Number	18-00061-00 RS
	SYLVESTER DRIVE

	Section Manager To-good	1 00 100
	Route SYLVE	STER DRIVE
Sealed proposals for the improvement described below will be rece 170 East Main St, Shelbyville Illinois 62565 Address	until Now on A	igust 23,7.019
Sealed proposals will be opened and read publicly at the office of	The City Clerk	
170 East Main St, Shelbyville Illinois 62565	at on	Date
Address	i ine	Duto
DESCRIPTION	OF WORK	
Name Resurface Sylvester Drive	Length:1055.00_ feet	(<u>0.20</u> miles)
Location 1.0 miles East of ILL Rte 16 and ILL Rte 128 Junction		
Proposed Improvement Construct PCC pavement on Sylvester Drive	and other related items of work	
Plans and proposal forms will be available in the office ofTh	e City Clerk	
170 East Main St, Shell	byville Illinois 62565	
Addre	ess	

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.

- 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
- 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.

PROPOSAL

County Shelby
Local Public Agency City of Shelbyville
Section Number 18-00061-00 RS
Route Sylvester Drive

	Section number 10-00001-00 Ro
	Route Sylvester Drive
1.	Proposal of
_	
	for the improvement of the above section by the construction of PCC Pavement, Drainage Improvements, and other related
-	work
-	
-	a total distance of 1055.00 feet, of which a distance of 1055.00 feet, (0.200 miles) are to be improved.
2.	The plans for the proposed work are those prepared by Shelby Englineering, Shelbyville Illinois
	and approved by the Department of Transportation on
	"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 40 working days or by 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 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 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

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.



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 18-00061-00-RS

Route SYLVESTER DRIVE

Schedule for Multiple Bids

Schedul	le for Ministhie pige	
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

U NI.	Items	Unit	Quantity	Unit Price	Total
Item No.		CU YD	1071		
	EARTH LACAVATION	FOOT	65		
	GRADING AND SHALLING BITCH	CU YD	5		
	SEEDING, CLASS 2	ACRE	0.1		
	NITROGEN FERTILIZER NUTRIENT	POUND	9		
	PHOSPHORUS FERTILIZER NUTRIENT	POUND	.9		
	POTASSIUM FERTILIZER NUTIRENT	POUND	9		
		ACRE	0.1		
	TEMPORARY EROSION CONTROL SEEDING	POUND	50		
	INLET AND PIPE PROTECTION	EACH	2		
	AGGREGATE BASE COURSE, TYPE A	TON	2407		
	PCC PAVEMENT 8" (JOINTED)	SQ YD	1600		
	PCC DRIVEWAY PAVEMENT, 6 INCH	SQ YD	3229		
	PCC DRIVEWAY PAVEMENT, 8 INCH	SQ YD	367		
44000200	The second secon	SQ YD	148		
44213100		SQ YD	2028		
50105220		FOOT	226		
54214299	END SETIONS, EQUIVALENT ROUND-SIZE 24"	EACH	1		
54262712	METAL FLARED END SECTION 12"	EACH	22		
542D5479		FOOT	42		
550A0050	1	FOOT	190		
60236200		EACH	2		
60255500		EACH	3		
67100100		L. SUM	1		
70300100		FOOT	56		
70300150		SQ YD	19		
78009004		FOOT	1350		

Bidder's Proposal for making Entire Improvements

	Items	Unit	Quantity	Unit Price	Total
Item No.	RAISED REFLECTIVE PAVEMENT MARKER	EACH	8		
78100100	SLOTTED DRAIN 12" WITH 2 1/2" SLOT	FOOT	785		
20065745	SLUTTED DRAIN 12 WITH 2 1/2 SLUT	- 1.00.			
					
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CONTRACTOR CERTIFICATIONS

County SHELBY
Local Public Agency CITY OF SHELBYVILLE
Section Number 18-00061-00 RS
Route SYLVESTER DRIVE

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.
- 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.

		County	SHELBY
		Local Public Agency	CITY OF SHELBYVILLE
;	SIGNATURES	Section Number	18-00061-00 RS
		Route	SYLVESTER DRIVE
f an individual)	·		•
	Signature of Bidder		
	Business Address		
f a partnership)	Firm Name		
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(If a corporation)	Corporate Name Signed By Business Address		President
(If a corporation)	Corporate Name Signed By Business Address		President



Local Agency Proposal Bid Bond

		Route	SLYVESTER DRIVE
		County	SHELBY
	RETURN WITH BID		CITY OF SHELBYVILLE
		Section	18-00061-00-RS
	PAPER BID B	OND	
			as PRINCIPAL,
and			as SURETY,
are held jointly, severally and firmly be the amount specified in the proposal of executors, administrators, successors	ound unto the above Local Agency (here documents in effect on the date of invital s, and assigns, jointly pay to the LA this	eafter referred to as "LA") in the penal tion for bids whichever is the tesser so sum under the conditions of this instru	sum of 5% of the total bid price, or for um. We bind ourselves, our heirs, ument.
WHEREAS THE CONDITION OF through its awarding authority for the	THE FOREGOING OBLIGATION IS SU construction of the work designated as t	ICH that, the said PRINCIPAL is subnine above section.	nitting a written proposal to the LA acting
shall within fifteen (15) days after awa of the required insurance coverage, a Specifications, then this obligation sh	all as provided in the "Standard Specifica all become void; otherwise it shall remai	urery guaranteeing the latting perion itions for Road and Bridge Constructi in in full force and effect.	on" and applicable Supplemental
preceding paragraph, then the LA act with all court costs, all attorney fees,	s the PRINCIPAL has failed to enter into ting through its awarding authority shall and any other expense of recovery.	mmediately be entitled to recover the	: Idii periai surii ser our abovo, rogonior
IN TESTIMONY WHEREOF, the serespective officers this	said PRINCIPAL and the said SURETY day of	have caused this instrument to be sig	ned by their
respective officers this	<u></u>	ncipal	
		(Cor	npany Name)
(Company			
By:	ure and Title)	By: (Sign	alure and Tille)
	f two or more contractors, the company		
(II FRINGIFAE IS a Joint venture o		irety	
		By:	
(Name of S		(Signature	of Altorney-in-Fact)
STATE OF ILLINOIS,		·	
COUNTY OF	, a Notary	Public in and for said county.	
do hereby certify that			
· · · · · · · · · · · · · · · · · · ·	(Insert names of ind	lividuals signing on behalf of PRINCIPAL 8	SURETY)
who are each personally known to me SURETY, appeared before me this conduntary act for the uses and purpo	ne to be the same persons whose name day in person and acknowledged respec ses therein set forth.	s are subscribed to the foregoing inst tively, that they signed and delivered	rument on behalf of PRINCIPAL and said instruments as their free and
Given under r	ny hand and notarial seal this	day of	
My commission expires		(Nota)	y Public)
	FLECTRON	IC BID BOND	,
The Principal may submit an electronic bid bond ID code an electronic bid bond ID code and Electronic bid bond ID code at the	wed (box must be checked by LA ectronic bid bond, in lieu of completi and signing below, the Principal is enly bound unto the LA under the colors, an electronic bid bond ID code,	A if electronic bid bond is allowing the above section of the Propensuring the identified electronic baddings of the bid bond as shown	oid bond has been executed and above. (If PRINCIPAL is a joint
Electronic Bid Bond ID Code		(Company/Bidder Name)	***************************************
		(Signature and Title)	Date



Apprenticeship or Training Program Certification

	Return with Bid	Route County Local Agency Section	SYLVESTER DRIVE SHELYB CITY OF SHELBYVILLE 18-00061-00-RS
All co	ntractors are required to complete t	he following certificat	tion:
⊠ For	this contract proposal or for all groups in t	nis deliver and install prop	posal.
☐ For	the following deliver and install groups in t	his material proposal:	
require approv require (1) ap (2) ap	val by the Department. In addition to all of es all bidders and all bidders' subcontracto proved by and registered with the United S plicable to the work of the above indicated ing certification:	her responsive and respons her responsibility factors, irs to disclose participatio States Department of Labo proposals or groups. The	this contract or deliver and install proposal in apprenticeship or training programs that are or's Bureau of Apprenticeship and Training, and erefore, all bidders are required to complete the
ŧ.	Except as provided in paragraph IV below individual or as part of a group program type of work or craft that the bidder will	In an approved appreint	er certifies that it is a participant, either as an ceship or training program applicable to each loyees.
II.		ne time of such blu, partic	by subcontract that each of its subcontractors ipating in an approved, applicable apprenticeship nance of work pursuant to this contract, establish pplicable to the work of the subcontract.
111.	sponsor holding the Certificate of Regis	itration for all of the types ith the bidder's employee ted as subcontract work	THE ISL SHALL ALSO INCHOLOGICALLY 17 Page 21

IV.	Except for any work identified above, any bi contract or deliver and install proposal solel whom the payment of prevailing rates of wa owner/operator workforce and positions of contract of the contract of t	ges would be required,	nat shall perform all or part of the work of the partners or members and not by employees to check the following box, and identify the
certif and s listed Certi and a	ication provision to be included in all approved shall make certain that each type of work or cra	aft job category that will award may require the press Department of Labor II the participation require that it will take application	r evidencing such participation by the contractor rement, it shall not be necessary that any ons for apprenticeship, training or employment
Bido	ler:	By:	(Signature)
Add	ress:	Title: _	

RETURN WITH BID



Affidavit of Illinois Business Office

State of) ss.	Local Public Agency Section Number	SHELBY CITY OF SHELBYVILLE 18-00061-00-RS SYLVESTER DRIVE
County of)		
I, of	(City of Affiant)	(State of Affiant
being first duly sworn upon oath, states as follows:	_	
That I am the officer or position	of	bidder .
 That I have personal knowledge of the facts h That, if selected under this proposal, 	(bidder)	, will maintain a
business office in the State of Illinois which will be	e located in	County, Illinois.
4. That this business office will serve as the prin construction contemplated by this proposal.5. That this Affidavit is given as a requirement of Procurement Code.	nary place of employme	nt for any persons employed in the
		(Signature)
		(Print Name of Affiant)
This instrument was acknowledged before me on	day of	
(SEAL)		
		(Signature of Notary Public)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-19)

SUPPLEMENTAL SPECIFICATIONS

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STATE OF ILLINOIS SHELBY COUNTY SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1 2016, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2019, "indicated on the Check Sheet included herein which shall apply to and govern the construction of Section 18-00061-00-RS, Sylvester Drive, in the City of Shelbyville, Shelby County, Illinois, and in case of conflict with any part or parts of said specifications, the said Special Provision shall take precedence and shall govern.

PROJECT LOCATION:

The work included in Section 18-00061-00-RS is located on Sylvester Drive in the City of Shelbyville.

DESCRIPTION OF WORK:

The work under this contract shall consist of reconstructing the roadway with PCC Pavement, Adding PCC Driveway Pavement on both sides of the roadway, Drainage improvements, Pavement Markings, and other related work.

TRAFFIC CONTROL PLAN:

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein, in the plans, and the Standard Specifications for Traffic Control Items.

Traffic: The roadway will be closed to all traffic. Special attention is called to Articles 107.09, 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards and other Special Provisions relating to traffic control.

CONTINUE TRAFFIC CONTROL PLAN:

1) ALL TRAFFIC CONTROL AND PROTECTION IS TO BE INCLUDED IN THE COST OF THIS CONTRACT.

Traffic Control and Protection required under this contract using the following standards will be considered as included in the cost of this contract and will not be measured separately for payment.

STANDARD: 701901 STANDARD: B.L.R. 21

- 2) The Contractor shall erect Standard BLR-21 on North and South ends of the project on Sylvester Drive. The signs and barricades shall have lights placed upon them in accordance with Standard BLR-21
- 3) Infrequently, personnel working on this project may do layout or inspection outside . the limits of traffic control and protection provided during the various contractors' operations.

In order to provide adequate traffic control and protection during layout and inspection, the Contractor shall furnish signs, barricades, flagmen, and other necessary traffic control items as directed by the Engineer. This work shall be paid for in accordance with article 109.04 of the Standard Specifications for Road and Bridge Construction.

COARSE AGGREGATE GRADATION A-6:

Coarse Aggregate Gradation CA-10 may be used whenever Coarse Aggregate CA-06 is specified in the Standard Specifications. All CA-06 and CA-10 on this project shall be crushed limestone.

REMOVAL OF BROKEN CONCRETE:

The Contractor shall remove all the broken concrete that is within the limits of the project Right-of-Way as directed by the Engineer. The broken concrete shall be disposed of outside the project Right-of-Way limits in accordance with all Federal, State, and Local Laws.

The cost of the removal and disposal of the broken concrete shall be included in the cost of the contract and no additional compensation will be allowed.

OVERHAUL:

No payment for Overhaul will be allowed for earth moved to or from any source.

SALVABLE MATERIALS:

No materials on this project will be deemed as salvable. All existing materials shall become the property of the contractor and shall be removed and disposed of outside of the project right-of-way limits in accordance with all Federal, State, and Local laws.

BORROW AREAS, USE AREAS, AND/OR WASTE AREAS:

In addition to the provisions contained in Article 107.22 of the Standard Specifications, any required submittal(s) to the District office shall require four (4) copies sent for processing. All copies of pictures submitted shall be in color.

REMOVAL OF UNCLASSIFIED MATERIAL:

The existing unclassified materials such as rubble, tree limbs, rubbish, stones, etc., shall be removed at the locations shown on the plans or as designated by the Engineer. The material removed as required in this Special Provision shall be disposed of outside the limits of the right-of-way in accordance with Article 107.22 and 202.03 of the Standard Specifications and as directed by the Engineer.

This work will not be paid for separately, but shall be considered as included in the cost of the Earth Excavation.

GRADING AND SHAPING DITCH:

The Contractor shall grade and shape the outfall of the pipe culverts and storm sewers at location as shown on the contract plans.

This work shall be done to allow the water to drain into existing waterways and to make existing waterways flow better.

This work shall be done as directed by the Engineer and in accordance with Section 214 of the Standard Specifications and paid for at the contract unit price per foot as outlined in article 214.03 and 214.04 of the Standard Specifications.

SEEDING, CLASS 2 AND TEMPORARY EROSION CONTROL SEEDING:

Seeding on this contract shall be performed as stated in Article 250.07 Note #7 of the Standard Specifications for Road and bridge Construction.

If the permanent seeding cannot be completed within the calendar dates specified above the Contractor shall temporary seed all disturbed areas using Class 7 Mix. Other erosion control features may be required as directed by the Engineer, at locations directed by the Engineer. The cost of Temporary Seeding shall be included in the contract unit price per pound for TEMPORARY EROSION CONTROL SEEDING. Other erosion control features will be paid for with the corresponding pay items in the plans. If the Engineer requests items, not included in the contract, that work shall be done in accordance with article 109.04 of the Standard Specifications for Road and Bridge Construction.

All Permanent Seeding shall conform to the requirements of Section 250 of the Standard Specifications for Road and Bridge Construction.

By Temporary Seeding of the disturbed areas, the Contractor will not be relieved of the contract requirement to provide Permanent Seeding and to provide the required lines and grades. The Contractor shall rework and repair all disturbed areas prior to Permanent Seeding. Temporary Seeding shall be removed prior to the placement of Permanent Seeding. The work required by this special provision will not be paid for separately, but shall be considered as included in the contract unit price per acre for SEEDING, CLASS 2.

MULCH, METHOD 2:

This work shall be done in accordance with Section 251 of the Standard Specifications.

Mulching shall be done using Method 2 Procedure (3).

All Labor, Equipment, and Materials to comply with this special provision shall be included in the contract unit price per are for MULCH, METHOD 2.

AGGREGATE BASE COURSE, TYPE A:

The Base Course shall meet the applicable requirements of Section 351 of the Standard Specifications with the following exceptions:

- 1) The Base Course material may be deposited by tailgate spreading as directed by the Engineer.
- 2) Aggregate Base Course, Type A shall be Crushed Limestone.

The cost of complying with this Special Provision will be considered as included in the cost of the Aggregate Base Course, Type A.

INLETS:

The Contractor shall submit shop drawings for all Inlet Structures to the office of the City Clerk for review and approval prior to the beginning of their construction.

UTILITIES:

(***) J.U.L.I.E. MEMBER

THE ONLY UTILITIES KNOWN TO BE ON THIS PROJECT ARE AS FOLLOWS:

. (*	ELEPHONE **) ***)	CONSOLIDATED COMMUNICATIONS 121 SOUTH 17 TH STREET MATTOON, ILLINOIS 61938 (217) 234-9971, JASON RHODES
(**) ***)	SHELBY ELECTRIC COOPERATIVE P.O. BOX 590 SHELBYVILLE, ILLINOIS 62565 (217) 774-3986, JAMES MATLOCK
(POWER **) ***)	AMEREN CIPS 420N 2400 EAST ROAD PANA, ILLINOIS 62557 (217) 273-0906, CLINT FREDERICK
+	GAS (**) (***)	AMEREN CIPS 711 SOUTH 9 TH STREET MATTOON, ILLINOIS 62557 (217) 234-0492, SPENCER HARLAN
	WATER & SEWER (**) (***)	CITY OF SHELBYVILLE 151 SOUTH MORGAN STREET SHELBYVILLE, ILLINOIS 62565 (217) 774-5131
(**) ES	STIMATED DATE OF RELOC	ATION; DURING CONSTRUCTION

CONTINUE UTILITIES:

FOR JOINT UTILITY INFORMATION CALL 1-800-892-0123

ALL UTILITY ADJUSTMENTS ARE TO BE MADE BY OTHERS

The above represents the best information of the Department and is only included for the convenience of the bidders. The applicable provisions of Articles 105.07, 105.08, and 107.20 of the Standard Specifications for Road and Bridge Construction and LR105 shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent that the contractor's operations were affected.

PIPE CULVERTS, CLASS D (SIZE AS SPECIFIED IN PLANS):

All pipe culverts Class D shall be in accordance with Article 542.02 of the Standard Specifications for Road and Bridge Construction, except that only Aluminized Steel Type 2 Corrugated Pipe shall be used and only RIVETED seems will be allowed.

The contractor shall consult with the Resident Engineer before ordering any of the pipe culverts for any of the sizes specified as to the required lengths.

SAW CUTS:

All saw cutting shall be included in the cost of related items and no additional compensation will be allowed.

SLOTTED PIPE DRAIN:

1. General

- 1.1 This specification covers slotted drain used for removal of water as shown in the plans.
- 1.2 The corrugated steel pipe used in the Slotted Drain shall meet the requirements of AASHTO M36/ASTM a 760. The CSP shall be made of ALUMINIZED STEEL Type 2 (AASHTO M274). The diameter and gauge shall be as shown on the plans

CONTINUE SLOTTED PIPE DRAIN:

2. Connections

- 2.1 The CSP shall have a minimum of two rerolled annular ends.
- 2.2 The Slotted Drain bands shall be modified HUGGER Bands to secure the pipe and prevent infiltration of backfill.
- 2.3 When the Slotted Drain is banded together, the adjacent grates shall have a maximum 3-inch gap.

3. Grates

- 3.1 The grates shall be manufactured from ASTM A 1011, Grade 36 or ASTM a36 steel. The spacers and side plates shall be 3/16 inch material ± 0.008 inches. The plate extenders are minimum 7 gauge and made from ASTM A 761 or the above materials.
- 3.2 The spacer plates shall be on 6-inch centers and welded on both sides to each bearing plate (sides) with four 1 % inch long 3/16 inch fillet welds on each side of the bearing plate.
- 3.3 The engineer may call for tensile strength test on the grate if the grate is not in compliance with 3.1 and 3.2. If the tensile strength tests are called for, minimum results for an in-place spacer plate pulled perpendicular to the bearing plate shall be:

T = 12,000 pounds for 2 ½ inch grate

T = 15,000 pounds for 6 inch grate

3.4 The grates shall be trapezoidal with a 1 % inch opening in the top and 30 degree slanted spacer plates unless shown otherwise on the plans. The grate shall be 2 % inches high or 6 inches high as shown on the plans.

4. Galvanizing

4.1 The grate shall be galvanized in accordance with ASTM A 123 except with a 2-ounce galvanized coating.

CONTINUE SLOTTED PIPE DRAIN:

5. Grate attached to CSP

5.1 The grate shall be fillet welded a minimum 1-inch long to the CSP on each side of the grate at every other corrugation.

6. Tolerances-Finished Slotted Drain Grates-20 foot Lengths

- 6.1 Vertical bow is $\pm 3/8$ inch.
- 6.2 Horizontal bow is \pm 5/8 inch.
- 6.3 Twist is ± 1/2 inch.

This work will be paid for at the contract unit price per FOOT for SLOTTED DRAIN 12" WITH 2-1/2"SLOT, of the type, size, and number specified and shall include all labor, material, and equipment for a complete installation.

CONCRETE PAVEMENTS:

All Concrete Pavements and Driveway Pavements shall be final finished with Type A Final Finished. Article 420.10 for the Standard Specifications shall be deleted and article 406.11 shall be for the surface testing of the Pavements.

TIE BARS AND DOWEL BARS:

All Tie Bars used shall be epoxy coated #6 deformed rebar. All centerline joints and all longitudinal construction joints shall have tie bars spaced at 30 inch centers.

All Dowel Bars used in the pavements and curb and gutters shall be 1 1/2" diameter. Dowel joints space shall be spaced at 15 foot (nominal centers.

The cost of all Tie Bars and Dowel Bars used shall be included in the cost of the related items of work and no additional compensation shall be allowed.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination.

BDE SPECIAL PROVISIONS For the April 26, 2019 and June 14, 2019 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File	Name	<u>.</u>		Special Provision Title	Effective	Revised
<u>, ne</u>	80099		П	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
	80274		Ħ	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192		Ħ	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173		Ħ	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80241		Ħ	Bridge Demolition Debris	July 1, 2009	
		6	П	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481	7	Ħ	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491	8	\Box	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50531	9	Ħ	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80404			Coarse Aggregate Quality for Micro-Surfacing and Cape Seals	Jan. 1, 2019	
*		11	V	Compensable Delay Costs	June 2, 2017	April 1, 2019
		12		Completion Date (via calendar days)	April 1, 2008	
	80199		n	Completion Date (via calendar days) Plus Working Days	April 1, 2008	1.1.4.0040
	80293	14		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311	15	П	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80277	16	Ħ	Concrete Mix Design - Department Provided	Jan. 1, 2012	April 1, 2016
	80261	17	Ħ	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80387		Ħ	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
*	80029			Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
	80402		V	Disposal Fees	Nov. 1, 2018	I 4 0040
	80378		豆	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
	80405			Elastomeric Bearings	Jan. 1, 2019	
	80388		V	Equipment Parking and Storage	Nov. 1, 2017	Aug 1 2017
	80229	24		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017 Aug. 1, 2018
	80246	26		Hot-Mix Asphalt - Density Testing of Longitudinal Joints	Jan. 1, 2010	Jan. 1, 2019
	80398	27		Hot-Mix Asphalt - Longitudinal Joint Sealant	Aug. 1, 2018	Jan. 1, 2019
	80406	28		Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Projects)	Jan. 1, 2019	No. 4 2040
	80399	29		Hot-Mix Asphalt – Oscillatory Roller	Aug. 1, 2018	Nov. 1, 2018
	80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	Aug. 1, 2018
	80383	31	П	Hot-Mix Asphalt - Quality Control for Performance	April 1, 2017	Jan. 1, 2019
	80376			Hot-Mix Asphalt - Tack Coat	Nov. 1, 2016	
	80392		过	Lights on Barricades	Jan. 1, 2018	
	80336		ă	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
*	80411		Ö		April 1, 2019	
*	80393		v		Jan. 1, 2018	March 1, 2019
	80400		一	Mast Arm Assembly and Pole	Aug. 1, 2018	
	80045		П	Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80394		Ħ	Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	April 1, 2018
	80165		Ħ	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80349		П	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
	8037		V		July 1, 2016	
	80390		V	Payments to Subcontractors	Nov. 2, 2017	
	80389		Ī	Portland Cement Concrete	Nov. 1, 2017	N 4 0047
	80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017
				-		

	80300	46		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012 Nov. 2, 2013	April 1, 2016
	80328 34261	47 48		Progress Payments Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157	49	H	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Jan. 1, 2019
	80306	50		Reclaimed Asphalt Pavement (RAP) and Reclaimed	Nov. 1, 2012	Jan. 1, 2019
	80407	51	V	Asphalt Shingles (RAS) Removal and Disposal of Regulated Substances	Jan. 1, 2019	
	80395		H	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340	53	H	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
	80127	54	H	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
			H	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
	80408	55 56	H	Subcontractor and DBE Payment Reporting	April 2, 2018	
ı	80397		V	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
•	80391	57	H	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
	80317	58	片	Temporary Pavement Marking	April 1, 2012	April 1, 2017
	80298	59	님	Training Charles Providing	Oct. 15, 1975	
	20338		片	Training Special Provisions	Nov. 1, 2018	
	80403		닏	Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2019	
	80409		<u> </u>	Traffic Control Devices - Cones	Jan. 1, 2019	
	80410		닏	Traffic Spotters	Jan. 1, 2013	Jan. 1, 2018
	80318		Ц	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2012	April 1, 2016
	80288		Щ	Warm Mix Asphalt	June 2, 2012	April 2, 2015
	80302			Weekly DBE Trucking Reports	Jan. 1, 2002	, 4- · · · - · - · - ·
	80071	67	4	Working Days	Jan. 1, 2002	

The following special provisions are in the 2019 Supplemental Specifications and Recurring Special Provisions.

File Name 80382	Special Provision Title Adjusting Frames and Grates	New Location(s) Articles 602.02(s) and (t), 1043.04,	Effective April 1, 2017	Revised
80366 80386	Butt Joints Calcium Aluminate Cement for Class PP-5	and1043.05 Article 406.08(c) Article 1001.01(e)	July 1, 2016 Nov. 1, 2017	
80396 80377 80385	Concrete Patching Class A and B Patching Portable Changeable Message Signs Portland Cement Concrete Sidewalk	Articles 442.06(a)(1) and (2) Articles 701.20(h) and 1106.02(i) Article 424.12	Jan. 1, 2018 Nov. 1, 2016 Aug. 1, 2017	Nov. 1, 2018 April 1, 2017

The following special provision has been deleted from use.

The following o	pod pro 112-11 112-112		
File Name 80401	Special Provision Title Portland Cement Concrete Pavement Connector for Bridge Approach Slab	Effective Aug. 1, 2018	Revised
00401	r official octions of a contract a contract a		

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

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.

State of Illinois Department of Transportation Bureau of Local Roads and Streets SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

INDEX OF STANDARDS

STANDARD#	STANDARD NAME
000001-07	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
001001-02	AREAS OF REINFORCEMENT BARS
280001-07	TEMPORARY EROSION CONTROL SYSTEMS
420001-09	PAVEMENT JOINTS
420101-06	24' (7.2m) JOINTED PCC PAVEMENT
420701-03	PAVEMENT WELDED WIRE REINFORCEMENT
542401-03	METAL FLARED END SECTION PIPE CULVERTS
602301-04	INLET - TYPE A
604036-03	GRATE TYPE 8
701901-08	TRAFFIC CONTROL DEVICES
780001-05	TYPICAL PAVEMENT MARKINGS
781001-04	TYPICAL APPLICATIONS RAISED REFLECTIVE PAVEMENT MARKERS
B.L.R.21-9	TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR
	CONSTRUCTION ON RURAL LOCAL HIGHWAYS

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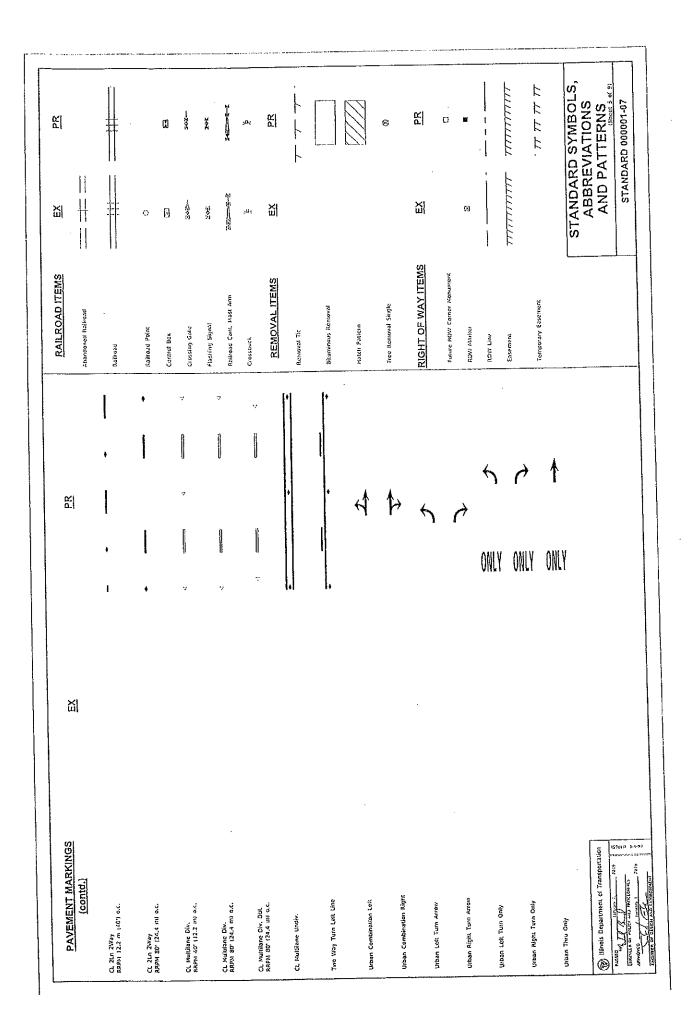
STANDARD SYMBOLS,	ARREVIATIONS	AND PATTERNS	(Sheet 1 al 9)	STANDARD 000001-07	
REVISIONS	1-1-19 Added new symbols.		1-1-1; Updated abbreviations	nna symbols.	
DATE	1-1-19		::		

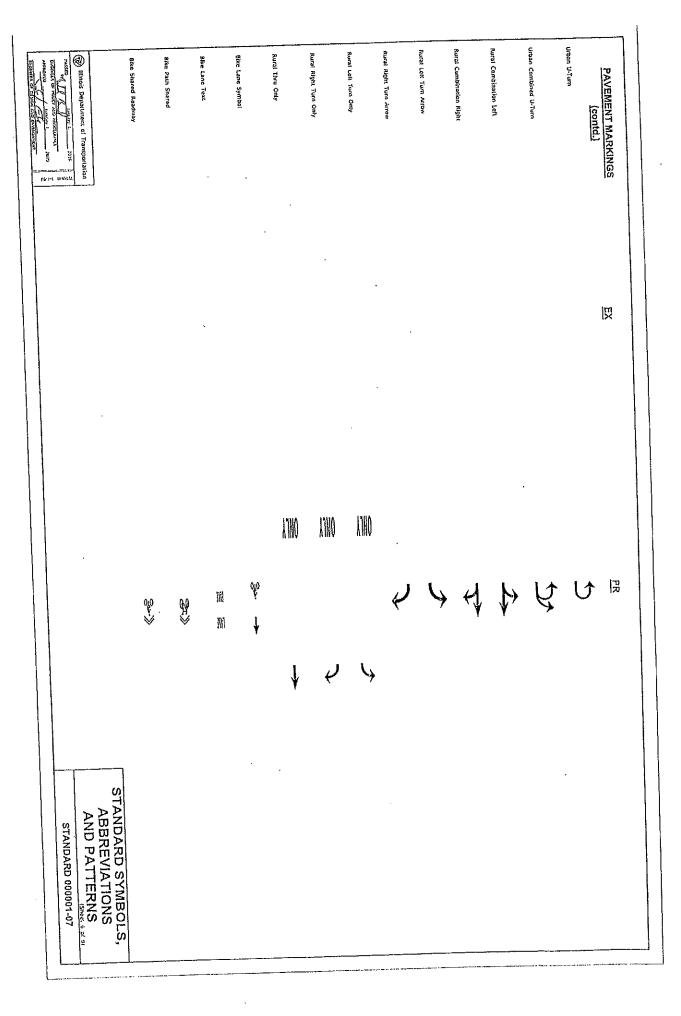
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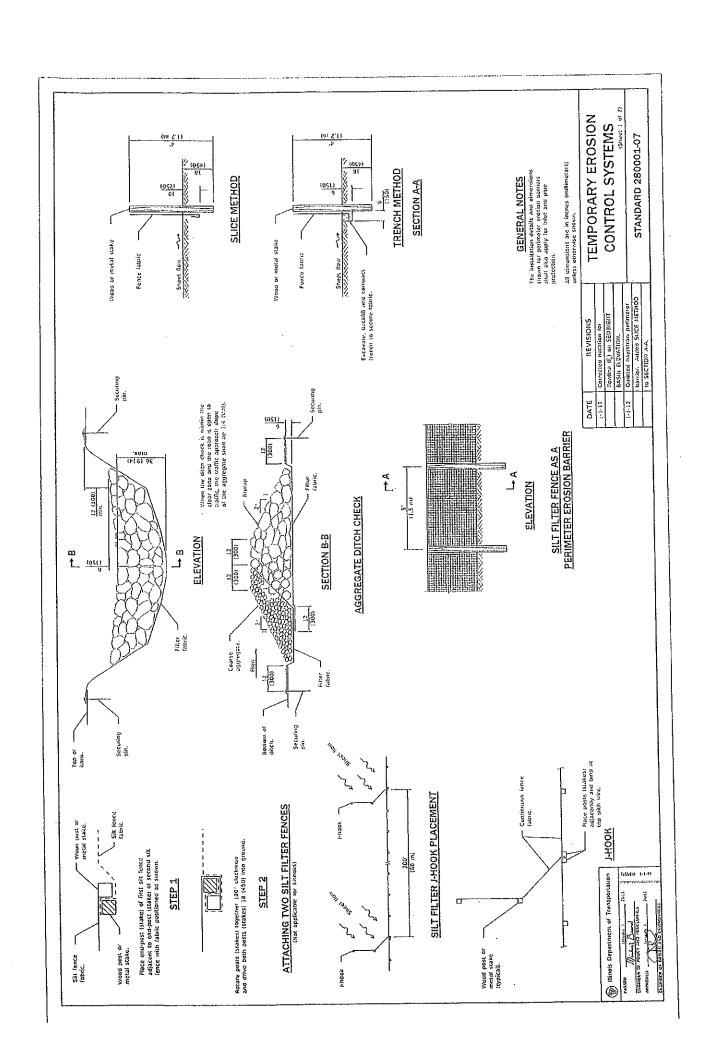
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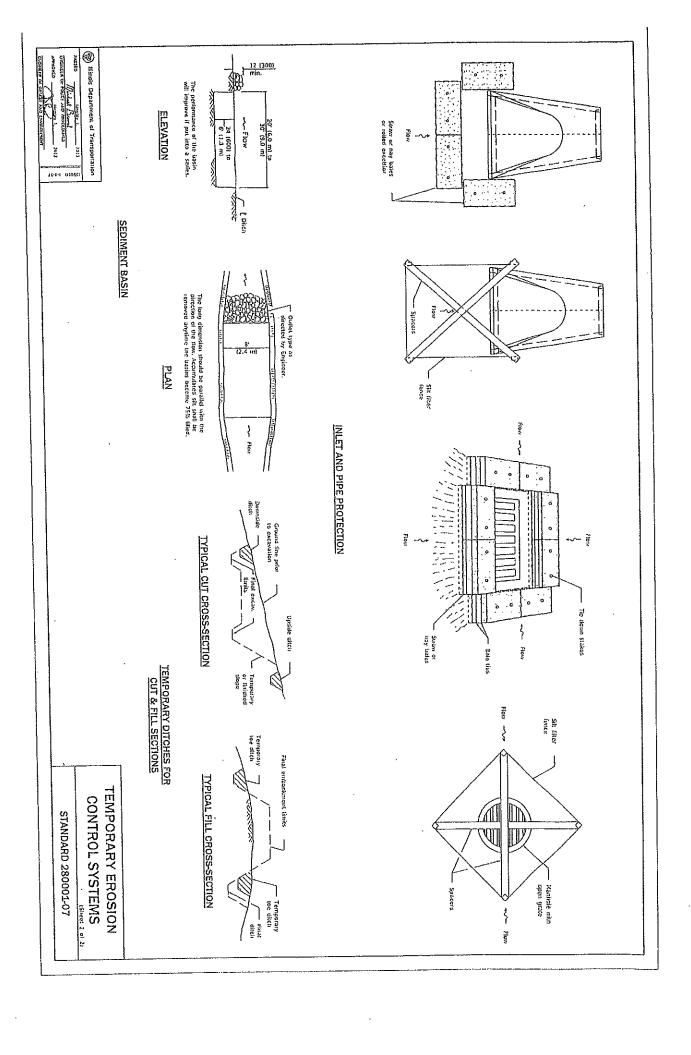
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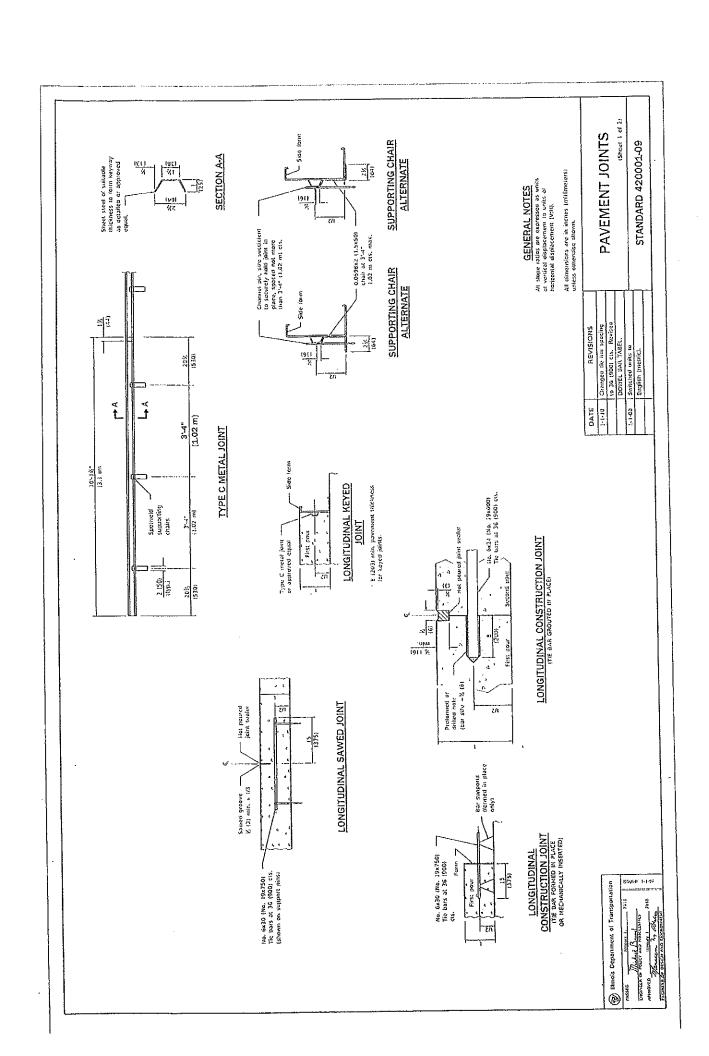
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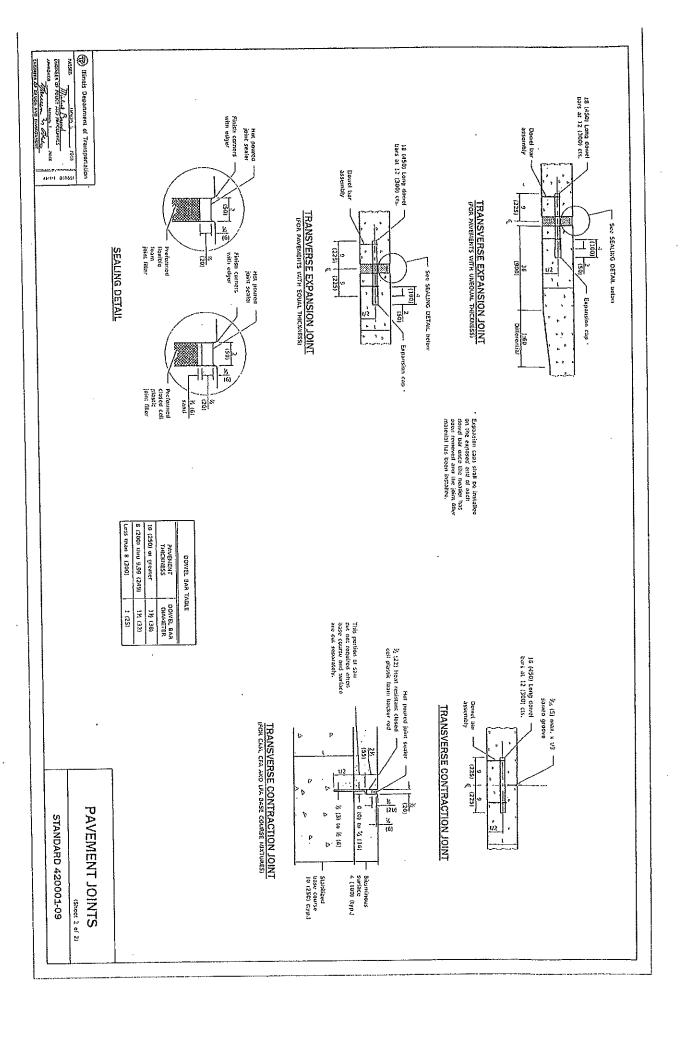
STANDARD 001001-02

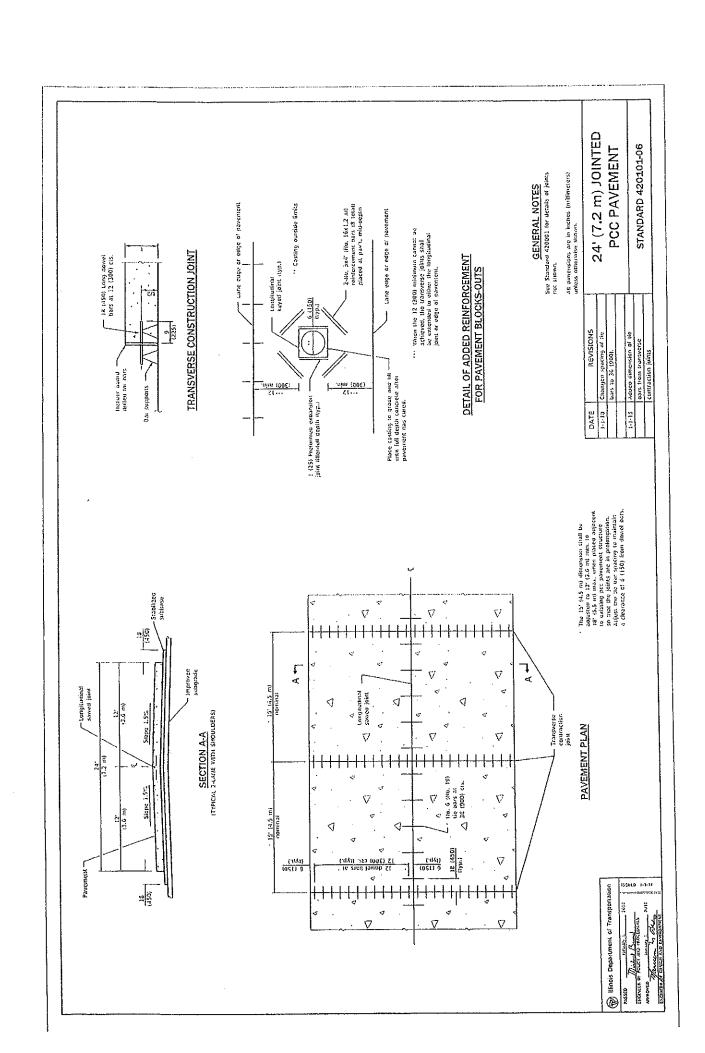
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2.204	(3,009)	100053	12372)	10001	(1321)	(925)	(600)	106.51		88 (215)		
(4471)	(3640)	12367)	(2267)	17701	(1262)	(884)	(573)	(915)	21.7	9 (225)		
(4024)	(3276)	(2580)	1,200	(1540)	17736	(796)	(516)	(234)	3	10 (250)		
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(3353)	(2730)	(2)50)	1,000	0.755	0.601	16531	(430)	196 0	0.110	12 (305)		

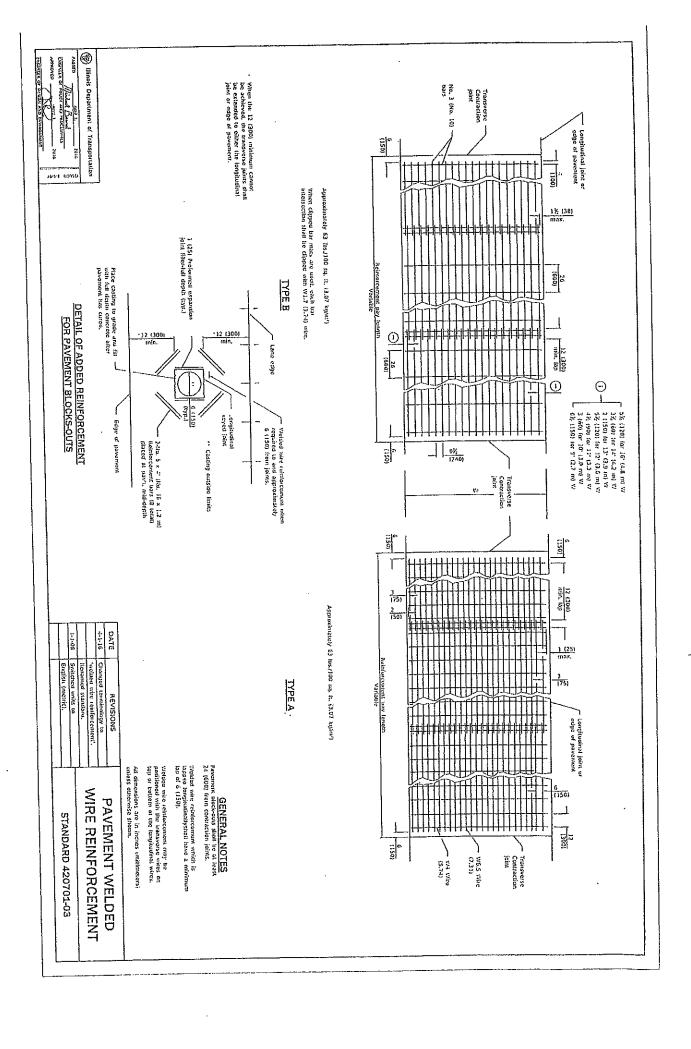


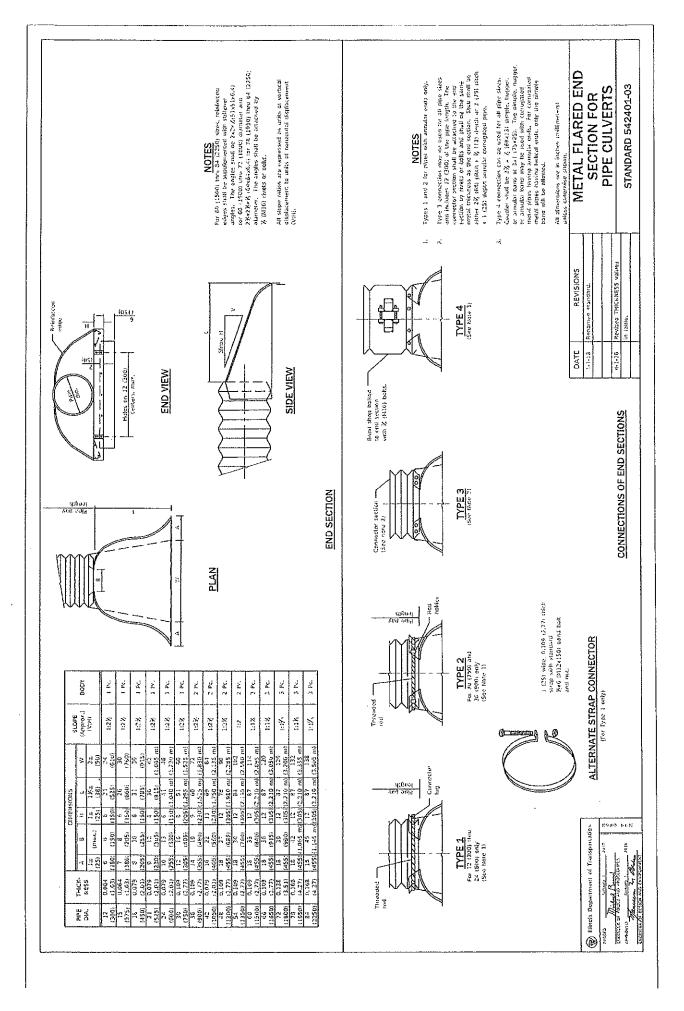


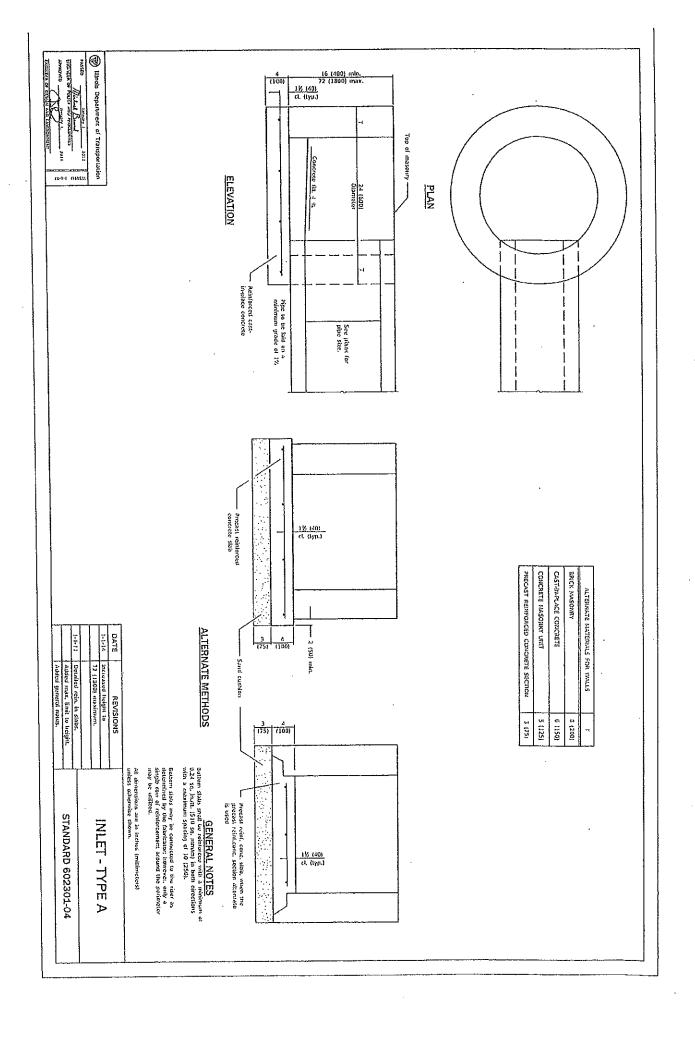


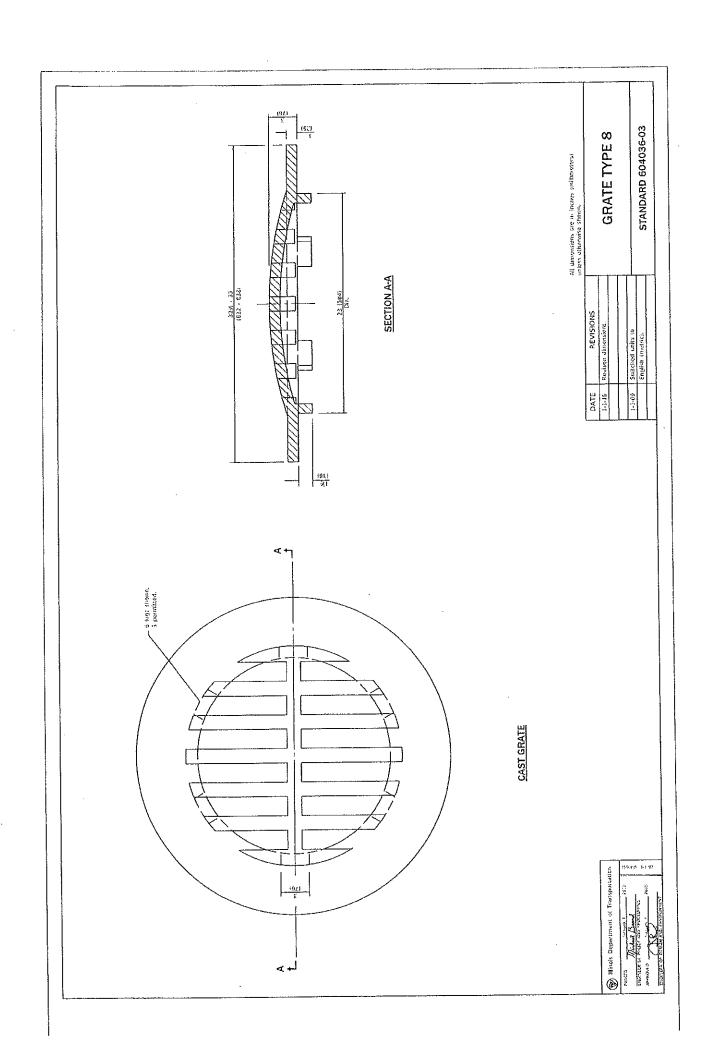


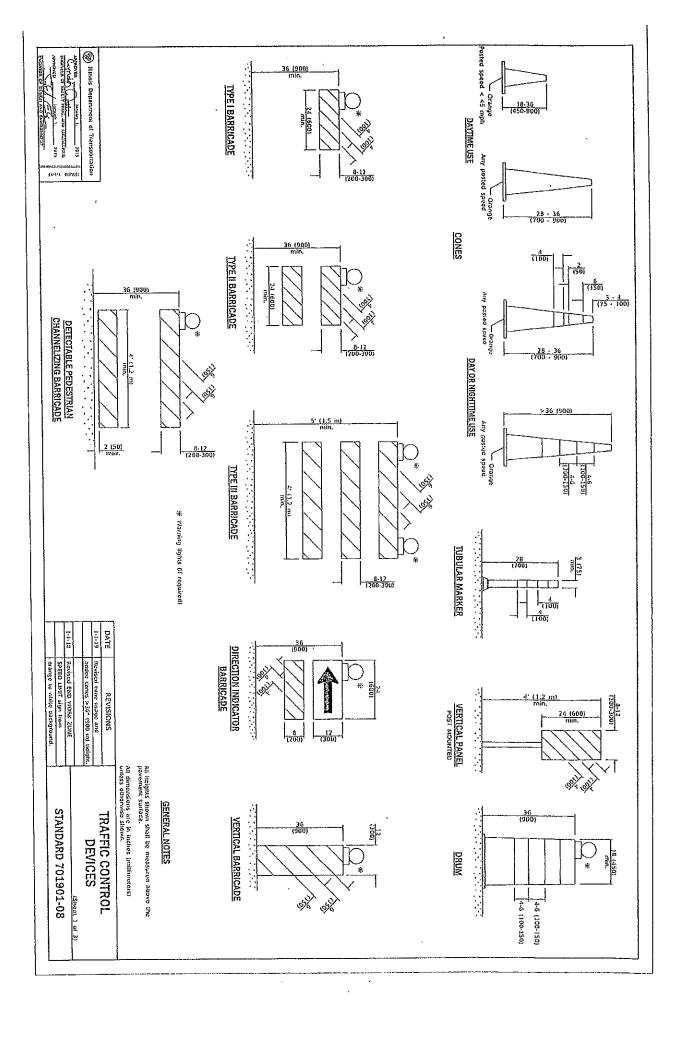


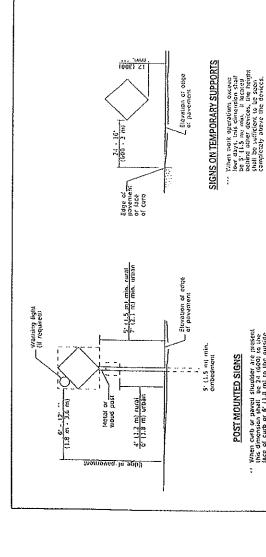


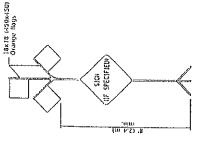






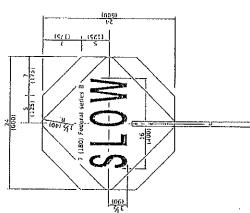






HIGH LEVEL WARNING DEVICE

When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.3 m) to the outside edge of the paved shoulder.



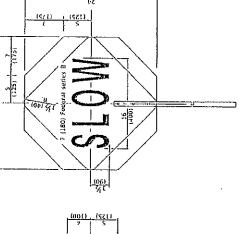
5 (200) Federal series C

WIDTH

MAX

MILES WILES

AHEAD





FRONT SIDE

XX*XX" vidth and X miles are variable.

🗑 Illinois Department of Transportation

LINGUAGE SALEY PROS. AND ENESTEEMED

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WIDTH RESTRICTION SIGN

V/12-1303-2848

ROAD CONSTRUCTION NEXT X MILES

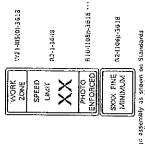
END CONSTRUCTION G20-1105(0)-603: G20-1104(0)-6056

This signing is required for all projects anies (3200 iii) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign snall be placed SOO. (150 m) in advance of project limits. FILD CONSTRUCTION sign shall be erected at the ord of the job unless chother job is within 2 miles (3200 m).

Dual sign displays snall be utilized on multi-lane highways.

WORK LIMIT SIGNING



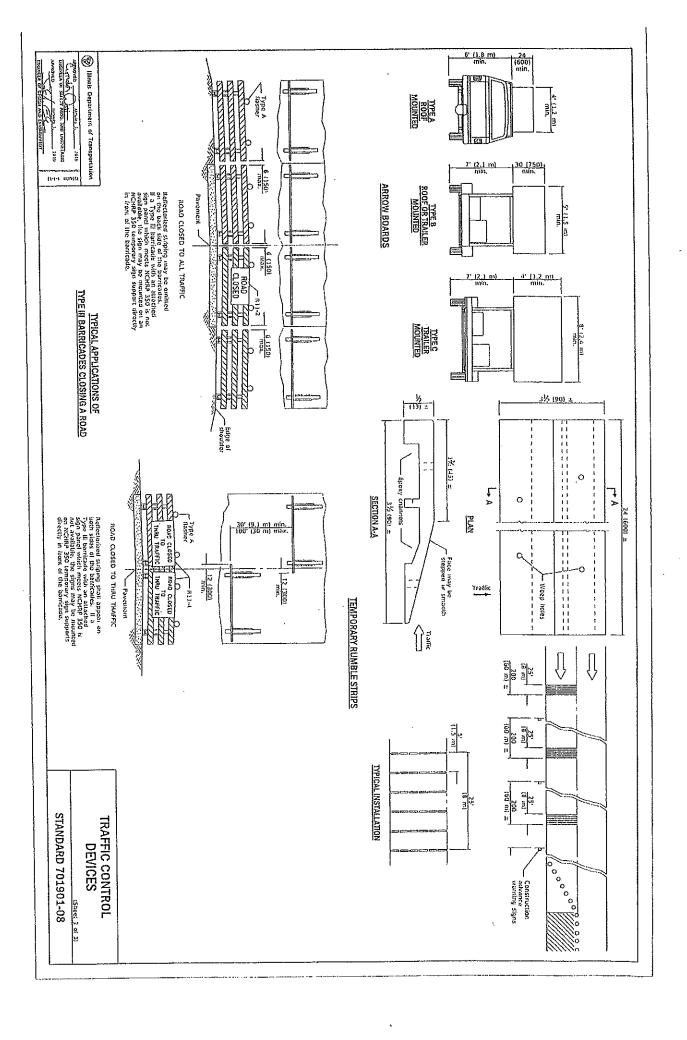
Sign assembly as snown on Standards or as allowed by District Operations.

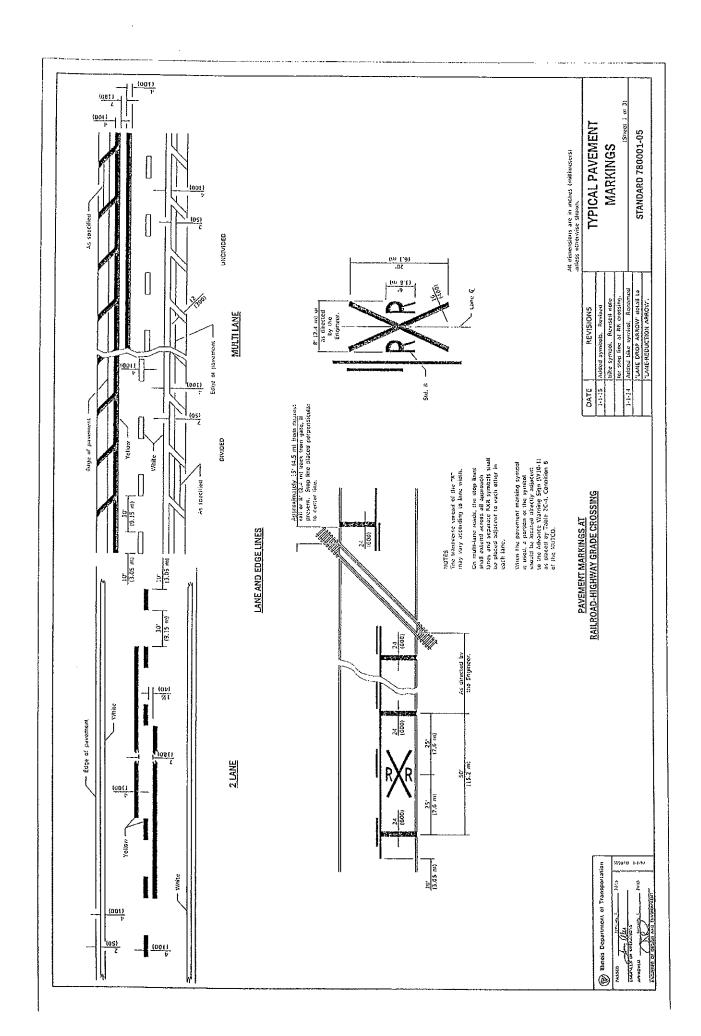
G20-1103-6036 WORK ZONE SPEED LIMIT END

This sign shall be used ration the above sign assembly is used. HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

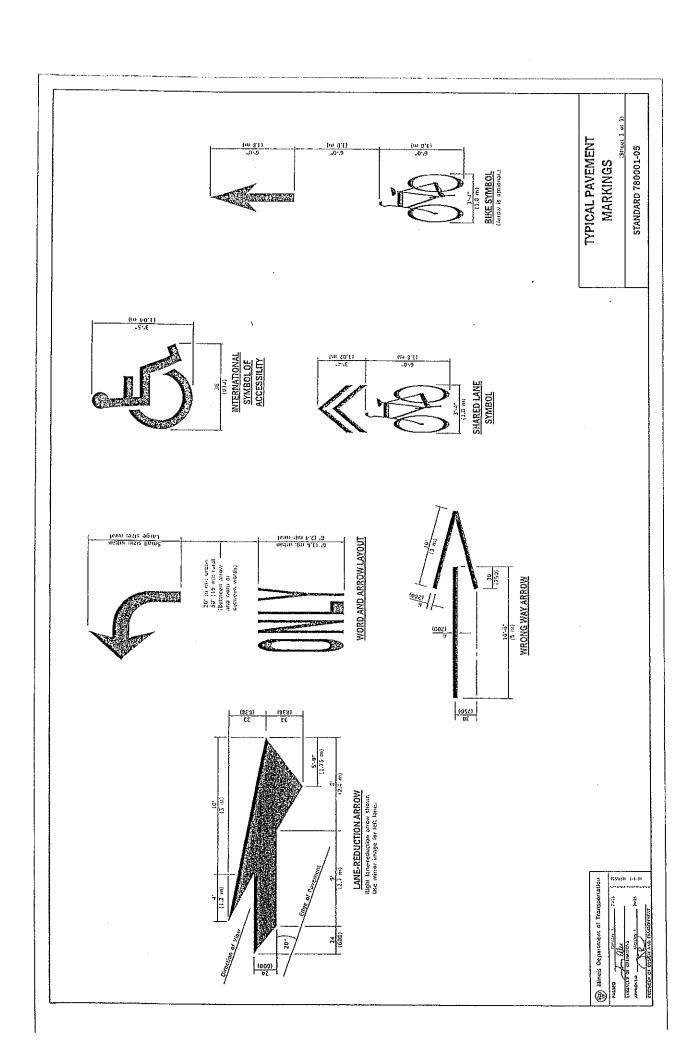
TRAFFIC CONTROL DEVICES

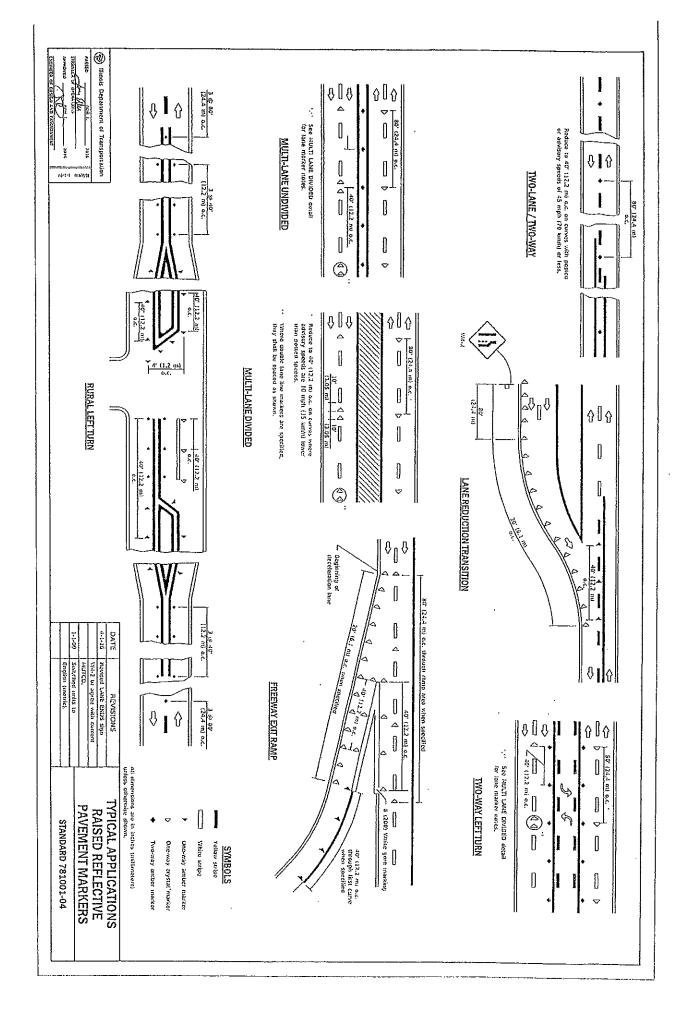
STANDARD 701901-08

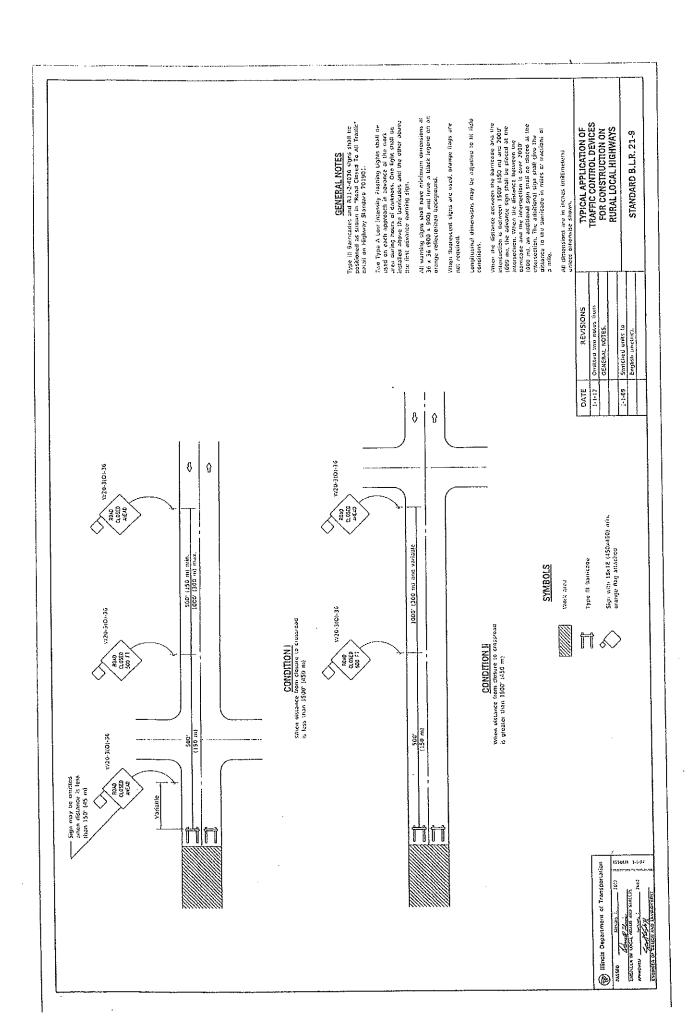


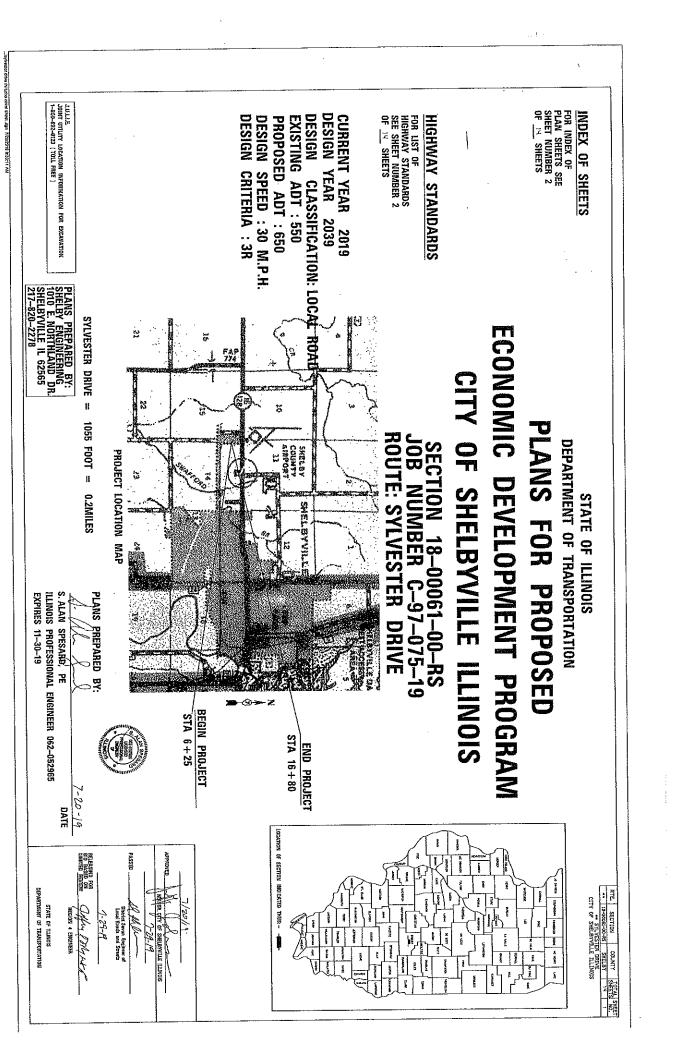


(4) lilinois Department of Transportation A CHILD SALES 705 ्वाकि ्वाकि dilly dillo The space between adjacent letters or numerals stood no approximately 1 (75) for 8: (2.4 m) legend. LETTER AND ARROW GRID SCALE 6' (1.5 m) 8' (2,4 m) Legund Heignt Large Small Array TYPICAL PAVEMENT MARKINGS STANDARD 780001-05 2.9 (74) 3.8 (96)









SUMMARY OF QUANTITIES

	Comment of House of		
20200100	20200300 EARTH EXCAVATION ITEM	CL CALL	QUANTITY 1071
21400100	NG DITCHES	őg	88
20800150	TRENCH BACKFILL	9	is
25000200	25000200 SEEDING, CLASS 2	A	21
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	ω
25000500	25000500 PHOSPHORUS FERTILIZER AUTRIENT	POUND	ф
25000600	25000600 POTASSIUM FERTILIZER NUTRIENT	DIND	•
25100115	25100115 MUICH, METHOD 2	ACRE	0.1
28000250	TEMPORARY ENOSION CONTROL SEEDING	POUND	50
28000500	ZBOOGSDO INLET AND PIPE PROTECTION	EAGE	12
35,00100	35,100,100 AGGREGATE BASE COURSE, TYPE A	TON.	2407
42000301	42000301 PORTLAND COMENT CONCRETE PAVEMENT 8" (JOINTED)	OX DS	1600
42300200	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YO	3229
42300400	42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, BINCH	9 Y	367
44000200	44000200 DRIVEWAY PAVEMENT REMOVAL	SQYD	148
44213100	4421310D PAVEMENT FABRIC	ayps	2028
50105720	SOIDSZED PIPE CULVERT REMOVAL	FOOT	226
54214299	END SECTIONS, EQUIVALENT ROUND-SIZE 24"	EAC P	
54262712	S4262712 METAL FLARED END SECTION 12"	EAGH	7
54205479	542D5473 PIPE CULVERTS, CLASS D, TYPE 1 EQUIVALENT ROUND-SIZE 24*	ğ	6
\$50A0050	SSOMOOSO STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	190
60236200	80235200 INLETS, TYPE A, TYPE & GRATE	EACH	2
60255500	80255500 MANHOLES TO BE ADVISTED	EVCH	<u>.</u>
67100100	57100100 MOBILIZATION	LSUM	-
30100EDT	70300100 SKORT TERM PAVEMENT MARKING	F001	56
70300150	70300150 SHORT TERM PAVEMENT MARKING REMOVAL	SQ YO	19
78009004	78009004 IMODIFIED URETHANE PAVEMENT MARKING -LINE 4"	FDOT	1350
78100100	78100100 RAISED REFLECTIVE PAVEMENT MARKER	EACH.	-
20065745	20065745 SLOTTED DRAIN 12" WITH 2 1/2" SLOT	FOOT	785

GENERAL NOTES

ALL ELEVATIONS SHOWN ON THE PLANS ARE BASED ON AN ASSUMED DATUM.

EXISTING ROAD SIGNS THAT CONFLICT WITH CONSTRUCTION OR INTERERE WITH CONSTRUCTION OPERATIONS SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER. THIS WORK WILL NOT BE PAID FOR BUT SHALL BE CONSIDERED INCLUDED IN THE CONTRACT.

BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL WERF DIMENSIOUS AND ELEPATIONS AT THE SITE AND GE RESPONSIBLE FOR THE CORRECTIONS OF SAME RELATIONS OF DISTING TOTHERS, STOME SPUESS, WATER FOR THE CORRECTIONS OF SAME RELATIONS OF DISTING TOTHERS, TOTHER SPUESS AND SEVERS, WATER FOR THE PROPRIETIONS ARE NOTED, THEY SHALL BE REPORTED TO THE PRODECTS RESIDENT ENGINEES ARNOR TO PROCEEDING WITH THE WORK.

contractor shall notify the city of shelbyville, and the resident engineer 72 hours in advance of construction work. .

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL MUD, DIRT AND DEBRIS DEPOSITED ON THE ROADWAY FROM VEHICLES EXITING OR ENTERING THE SITE.

THE CONTRACTOR SHALL CONCINE HIS OPERATIONS TO THE AREA LOCATED INSIDE THE CONSTRUCTION LEMITS SHOWN ON THE PLANS. ANY AREA DISTURBED BEYOND THESE LIMITS SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTORS EXPENSE.

INDEX OF STANDARD

TRANSPARADEL TEMANDARD TEMANDARD SYMBOLS, MERICANTONIA MAD MATTERNS TOORIST STANDARD SYMBOLS MERICANTONIA SYMBOLS TOORIST STANDARD SYMBOLS MERICANTONIA SYMBOLS TOORIST STANDARD MATTERNS CONSTRUCTION ON RUBAN CONTROL DEVICES
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Antes of Applications

Commercial Entrance and Slotted Drain.....

7-11 12-14 Index of Sheets, Quantities, Standards....... Existing Typical Sections.....

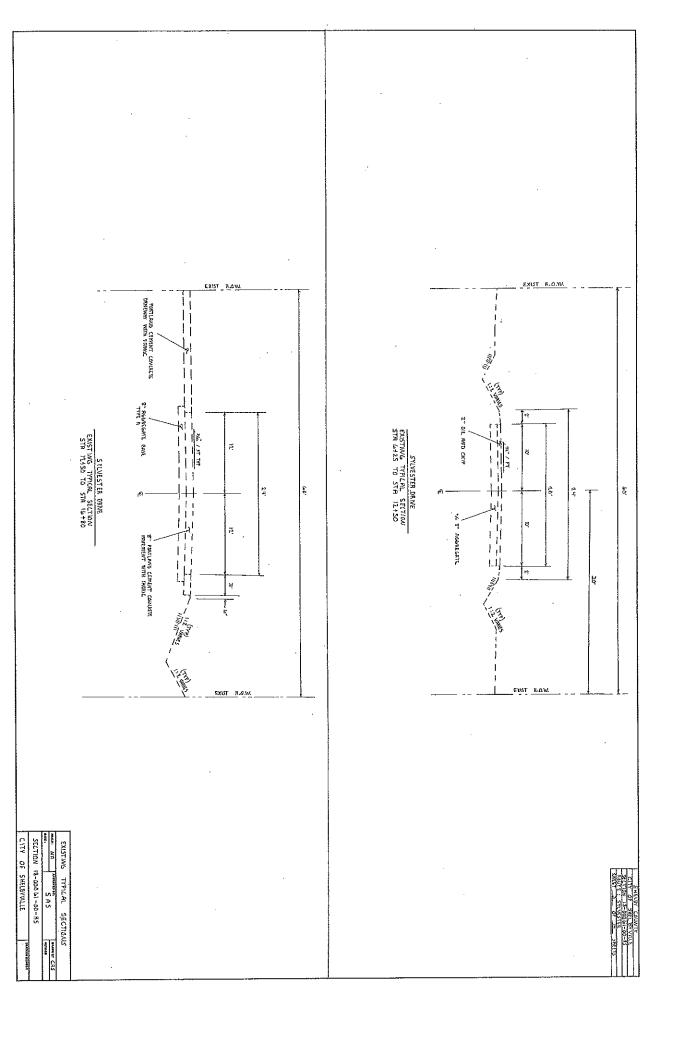
index of Sheets

Proposed Typical Sections...

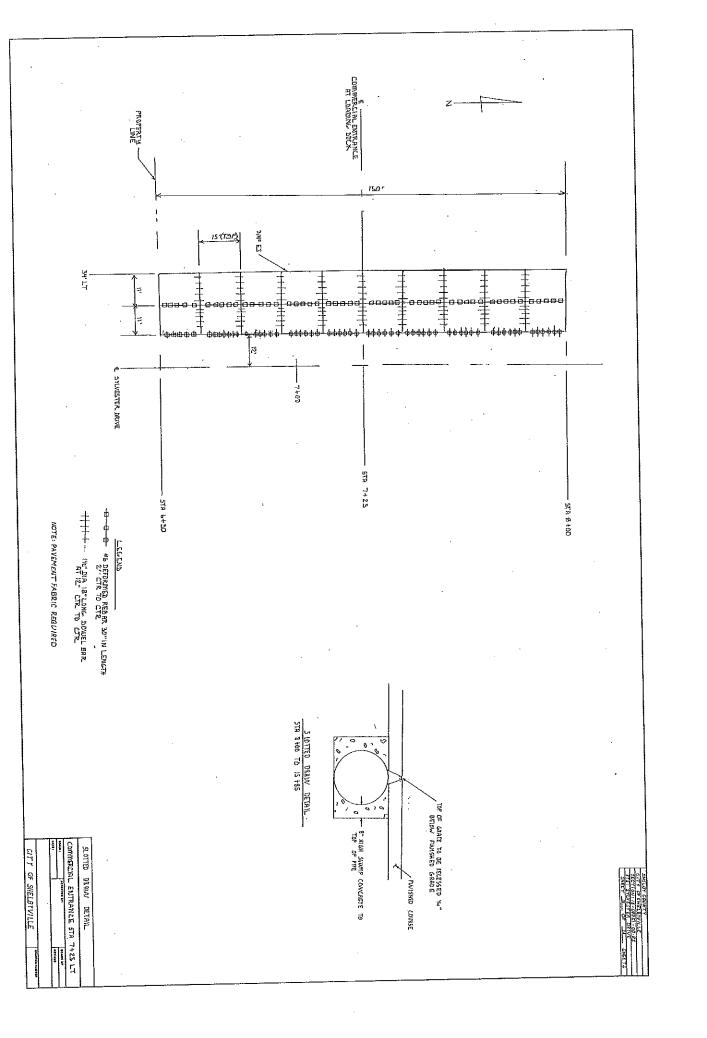
Nitrogen fertilizer Nothents
Phosphorus Fertilizer Notifents
Possistern Sertilizer Notifents
Possistern Sertilizer Notifents
Notifent Nethod Z
Temporary Seet Mix
Aggregate Base Course Typa A

2,0 Tons / Acre 200 lbs, / Acre 2,05 Tons / Cu. Yd.

SUMMARY OF QUANTITIES



DR PCC L" AGUREGATE DASE TYPE À SYLVESTER DINUE PROPOSED TYPICAL EROSES SECTION 5TA 18+25 # 120" THE BAN PAVENENT PAVENENT EXISTING PAYEMENT SYLVESTER BRIVE
PROPASED TYPICAL CROSS SECTION
STA 13+50 TO STA 16+80 WEMENT: FASHIC LOTTED DRAIN



CITY OF SHELRYMINE

BENCHMARKS rim of Manholo at Station 6+54, 32" LT Flevation = 96.08

	544	STA	
Total	21" (T & 21" RT	0/5	rench Backtill
ь	5	QUANTITY	

	6+44	ΑΊS	Tipo Cu
iota	21' LT & 21' RT	0/5	the convert or by
42	42	QUANTITY	1, 1,000

	STA	Pipe Cu	
20 10 0 10 10 10 10 10 10 10 10 10 10 10	0/3	Pipe Culvert, CL D, TY1	
,	QUANTIT (FOOT)	1, EQRS 24"	-

0/5

Total	6+50 to 12+50	STA to STA	Raised Reflective Pavement Mi
Ó	ćo	QUANTITY	ement MKR

1	retor	
1	21'RT	6+44
QUANTITY (Each)	0/5	STA
Equivalent Round-Size 24	i_	nd Section

6+50 to 1Z+50	6+50 to 12+50	STA TO STA	Modified Ure

	6+50 TO 8+00	LOCATION	PLC DAIVENANT
TOTAL	5	0/5	LWACATELL O
367	367	QUANTITY (STRAID)	1

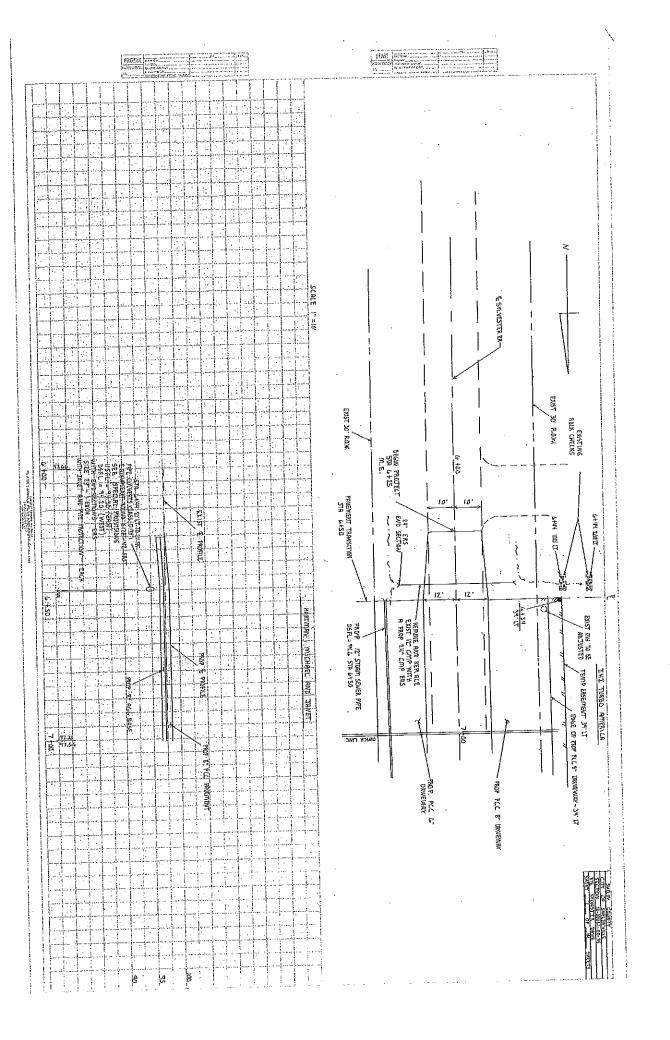
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00+8 OT 02+8	LOCATION	PCC DRIVEWAY	
5	o/s	WAY PAVEMENT	
367	PARTINALID	ENT 8"	

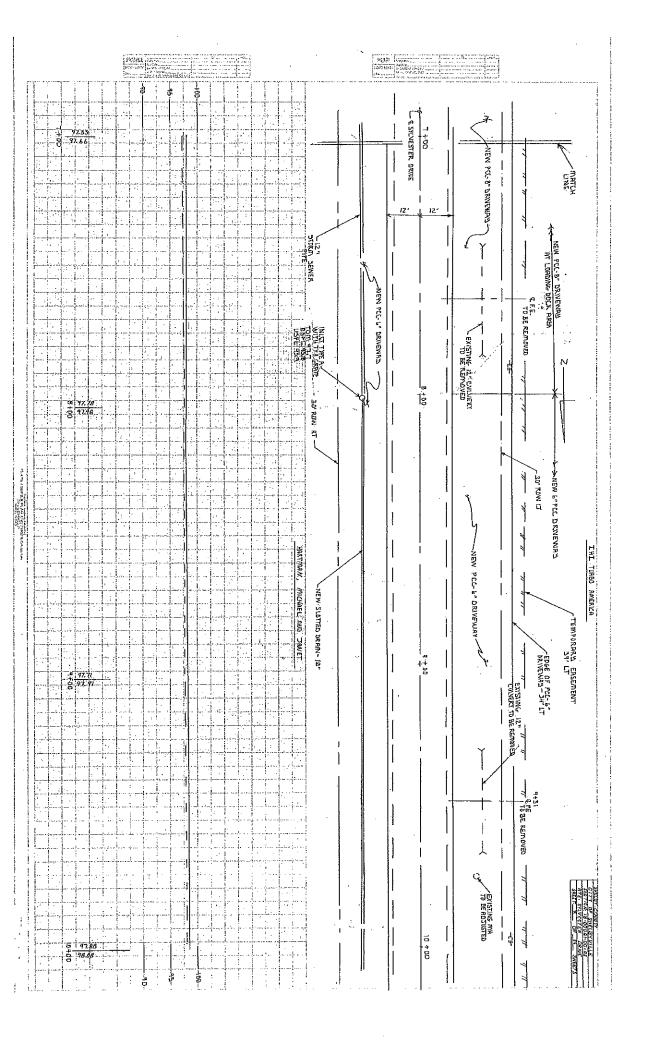
	8+00 TO 13+52	6+50 TO 15+90	LOCATION	PCC DRIVEWAY
TOTAL	5	3	0/5	PAVEMEN
3229	1880	1349	QUANTITY	ENT 6"

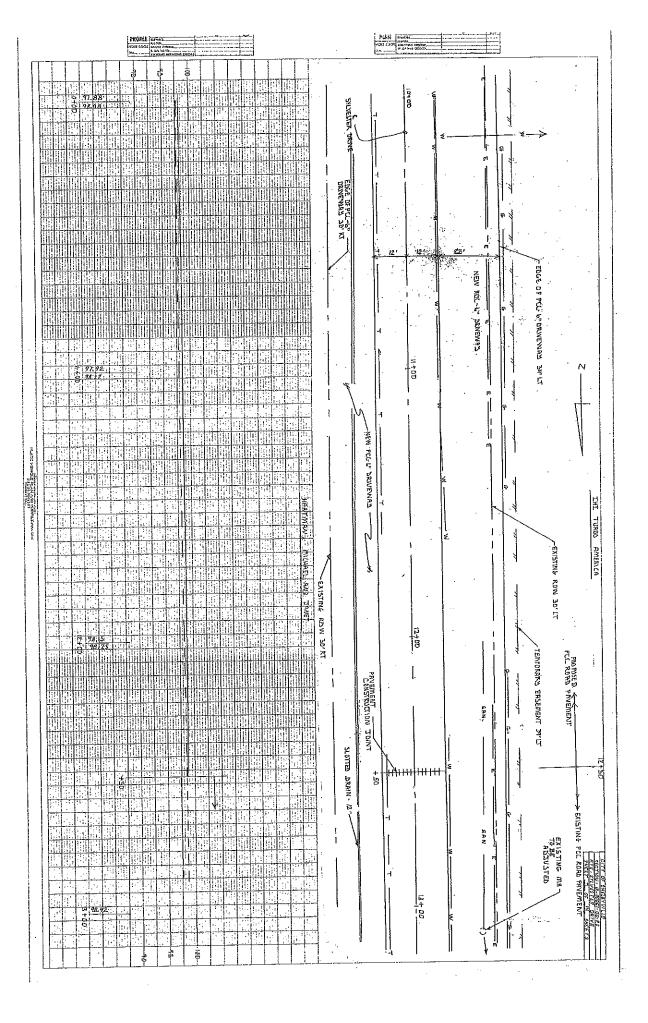
10(8)	7.4	6+50 to 12+50	LOCATION	PCC PAVEMENT 8" JOINTED
Tono	7600	1600	QUANTITY (SQ YO)	3" JOINTED

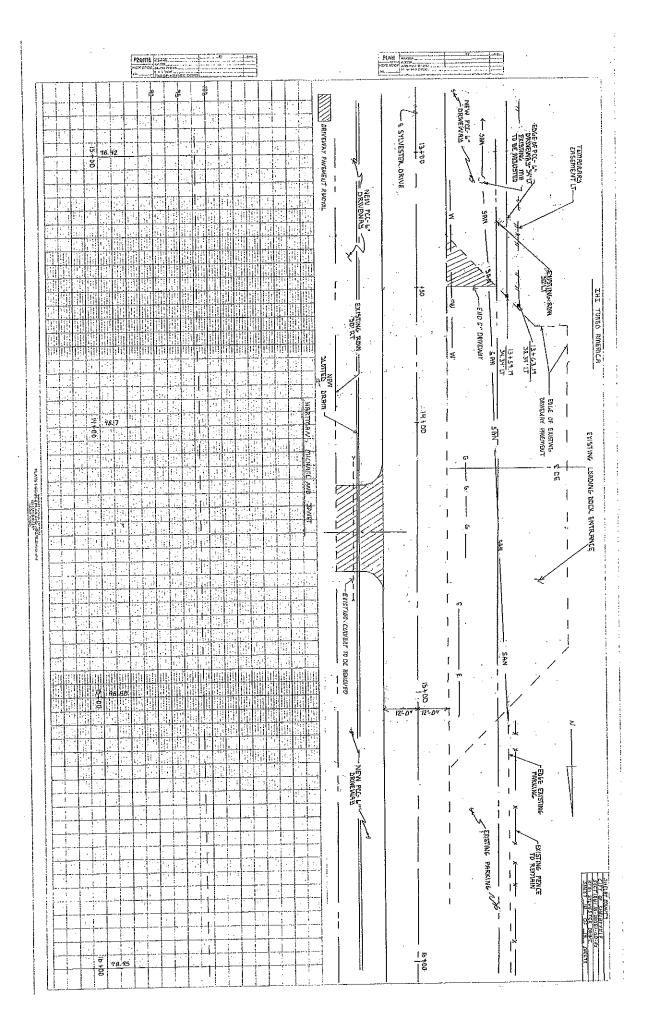
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	1600	0 to 12+50
	QUAMTITY	OCATION
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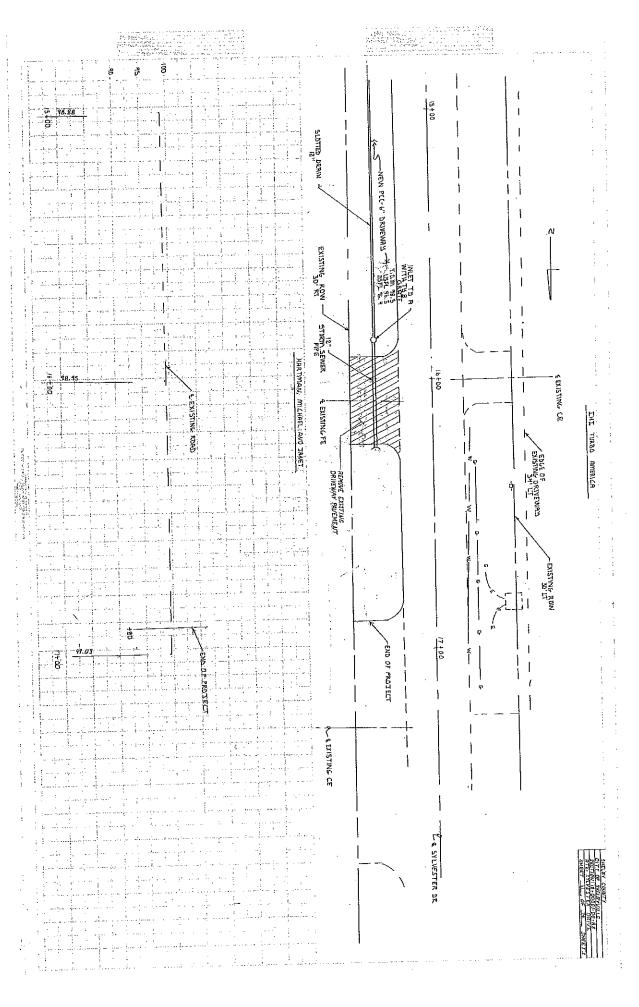
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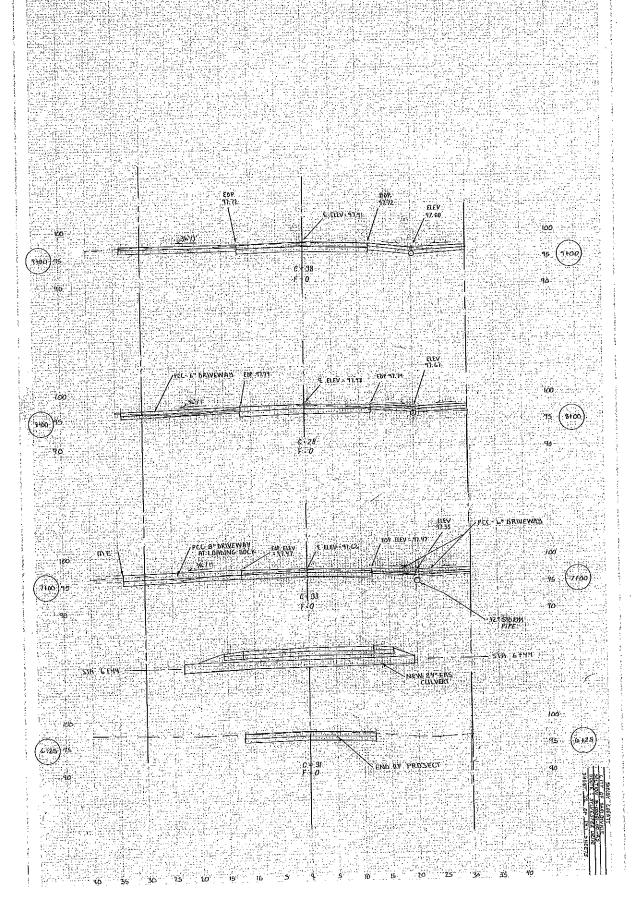


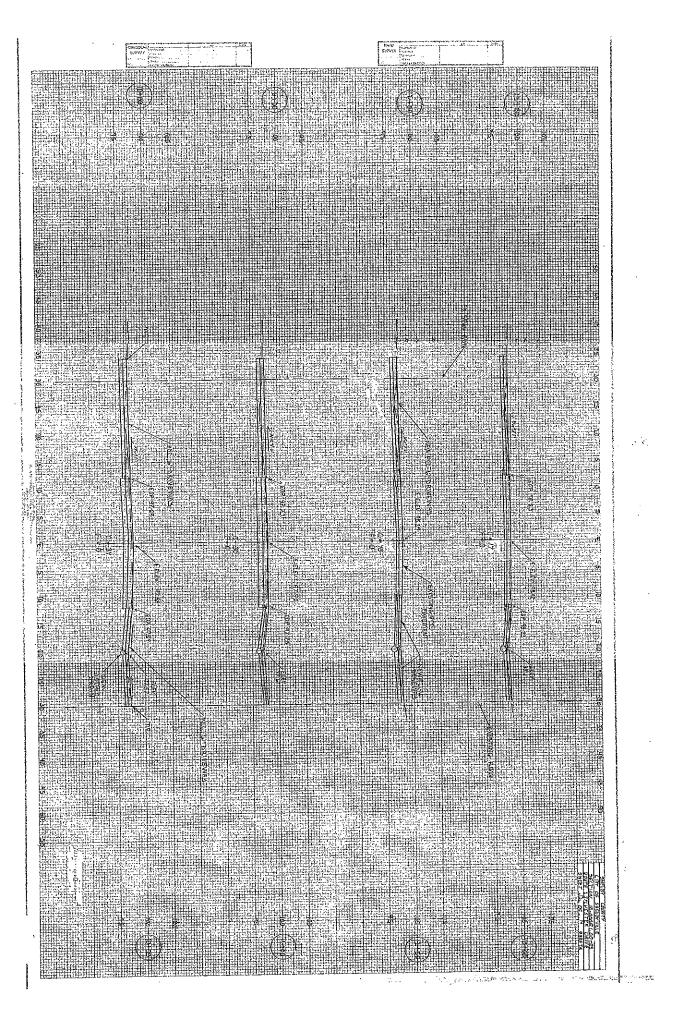


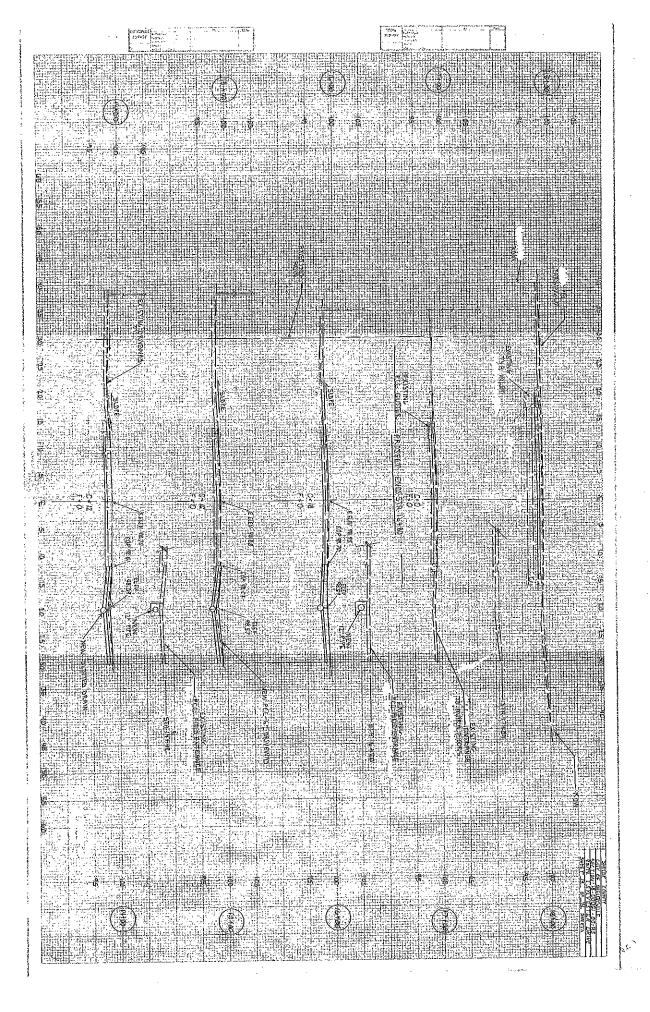












Minois Department of Transportation

Office of Highways Project Implementation / Region 4 / District 7 400 West Wabash / Effingham, Illinois 62401-2699

August 1, 2019

GATA WORKSHOP FOR LOCAL PUBLIC AGENCIES DISTRICT 7

Dear Sir or Madam:

You and your staff are invited to join the Illinois Department of Transportation (IDOT) for a one-day workshop on the Grant Accountability and Transparency Act (GATA). This workshop will include a presentation followed by demonstrations and an opportunity for questions and answers. This workshop will be the same workshop that was previously offered on July 15, 2019 and July 18, 2019. The workshop will be offered two additional times:

Class A: September 16, 2019 9:00 A.M. – 12:00 P.M.* Class B: September 19, 2019 9:00 A.M. – 12:00 P.M.*

*IDOT staff will stay and answer questions as needed.

The classes will be held at the Illinois Emergency Management Agency (IEMA) building located at 311 Miracle Avenue, Effingham, Illinois. Additional parking will be provided at the Effingham Assembly Church.

We encourage you to include all staff responsible for GATA to attend this workshop. Classroom space is limited to 70 participants per class, so please RSVP by contacting Katie Venetis by phone at 217-342-8322 or by email at katie.venetis@illinois.gov. RSVP deadline is September 9, 2019.

10 pt 08

Very truly yours,

Sherry A. Phillips, P.E. District Engineer of Local Roads and Streets

SP:kv