

April 7, 2010

SHELBY COUNTY BOARD MEETING AGENDA

April 14, 2010 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Mike Ballinger – Update on Eagle Creek
5. Chairman Brooks – Redistricting of the Shelby County Board
6. Chairman Brooks – Set Compensation of 2010 Elected Officials
7. Chairman Brooks – Resolution Opposing Reduction of Local Government Distributive Fund
8. County Highway Engineer Alan Spesard – Highway Engineer's Report
9. Zoning Administrator Denny Harris – Zoning Report
10. Committee Reports
11. Chairman Brooks Updates
12. Chairman Brooks Appointments
13. Correspondence
14. Public Body Comment
15. Adjournment

COFFEE: Jury Room B @ 8:30 A. M.

REMINDERS: Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

April 14, 2010 – 9:00 A.M.

The Shelby County Board met on Wednesday, April 14, 2010, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Brooks called the meeting to order and all present recited the Pledge of Allegiance.

The Clerk called the roll. Robert Jordan was absent.

Minutes for the March 10, 2010 Board and March 17, 2010 Budget Committee meetings were presented for approval.

MOTION: Richard Hayden made motion to approve the minutes of the March 10, 2010 Board and March 17, 2010 Budget Committee meetings as presented.
Norma Stewart seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Brooks informed the Board that the first agenda item would not be heard. Mike Ballinger had intended to attend today's meeting to give an Eagle Creek Resort update. In light of their ongoing negotiations with the Illinois Department of Natural Resources, Mr. Ballinger requested delaying an update to the Board.

At this time, Chairman Brooks gave the Board some of his thoughts on reapportioning the County Board. After the 2010 United States Census is completed, County Boards are required to reapportion the county, determine the make-up of the County Board and how many members it will have. There can be between five and 29 members. Chairman Brooks stated that currently the County Board is made up of two members per district (22 total) but that they may want to consider reducing this to one member per district (11 total). It was noted that several counties have less than 10 member county boards. Chairman Brooks, after polling several citizens, believes that the public wants the board to reduce its size. There could be a cost savings of up to \$30,000.00 by reducing the board size, holding committee meetings on County Board day and restructuring the committee meetings. Chairman Brooks noted that there was time to consider the reapportioning of the Board. A lengthy discussion followed. State's Attorney Allan Lolie stated that he researched the reapportionment statutes at the Chairman's request. Mr. Lolie explained how an advisory question is initiated. The County Board does the reapportionment and sets the district boundaries which he explained was last done in 2001. Continuing, Mr. Lolie stated that hopefully district boundaries would not change and the board could then reduce their size within the current districts. If boundaries are changed a new map must be created. The decision was the Boards and the law is clear and simple.

Fees and Salaries Committee Chairman Robin Robertson stated that the committee met with the officials to be elected in 2010 to set their compensation. The increase requested by the officials (County Clerk, Treasurer and Sheriff) was a one-time raise of \$3,580.00. The Committee recommended the Board approve the request. Discussion was held.

MOTION: Robin Robertson made motion to approve the recommendation of the Fees and Salaries Committee to increase the salaries of the county officials to be elected in 2010 by \$3,580.00 as presented.
Richard Reynolds seconded the motion.

VOTE: Roll Call Vote:
Aye: Amling, Bennett, Cannon, Clark, Durbin, Hayden, Kearney, Lenz, Pauley, Reynolds, Robertson, Roessler, Sims, Stewart, Warren Wetherell
Nay: Barr, Behl, Doerner, Strohl
Absent: Jordan
Not Voting: Brooks
Motion Carried

Chairman Brooks presented the Shelby County Resolution Opposing Reduction of Local Government Distributive Fund as proposed by Governor Quinn.

MOTION: Glenn R. "Dick" Clark made motion to approve the Resolution Opposing Reduction of Local Government Distributive Fund as presented.

VOTE: Dale Wetherell seconded the motion.
All voted aye by voice and the motion carried.

Alan Spesard, County Highway Engineer, addressed the Board to give the highway report. Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for funding of the Rose Township Bridge (07-18118-00 BR) Project. Estimated cost is \$436,000.00. Cost share is 80% Federal, 16% State and 4% to be shared equally between the County and Township.

MOTION: Glenn R. "Dick" Clark made motion to approve the Local Agency Agreement for funding of the Rose Township Bridge (07-18118-00 BR) Project as presented.

VOTE: John "Jack" Roessler seconded the motion.
All voted aye by voice and the motion carried.

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Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for funding of the Dry Point Township Bridge (09-05118-00 BR) Project. Estimated cost is \$406,000.00. Cost share is 80% Federal, 16% State and 4% to be shared equally between the County and Township.

MOTION: Barbara Bennett made motion to approve the Local Agency Agreement for funding of the Dry Point Township Bridge (09-05118-00 BR) Project as presented.
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Next, Mr. Spesard presented for approval the Local Agency Agreement for Federal Participation between the State and Shelby County for funding of the Tower Hill Township Bridge (09-23113-00 BR) Project. Estimated cost is \$223,000.00. Cost share is 80% Federal, 16% State and 4% to be shared equally between the County and Township.

MOTION: Kay Kearney made motion to approve the Local Agency Agreement for funding of the Tower Hill Township Bridge (09-23113-00 BR) Project as presented.
John "Jack" Roessler seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Spesard presented for approval the Local Agency Amendment (#01) for Federal Participation between the State and Shelby County for funding of the Mode Road Bridge Project (Section 04-00256-00-BR). At the time the original agreement was approved there wasn't adequate funding for State match but now there is. Mr. Spesard requested the Board amend the earlier agreement to include 20% State matching funds. Estimated cost was \$203,000.00.

MOTION: Barbara Bennett made motion to approve the Local Agency Amendment (#01) to include State match funding of the Mode Road Bridge Project as presented.
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

At this time, Mr. Spesard presented a request for approval of a 50/50 Petition to replace a culvert over the unnamed tributary where the same is crossed by the highway TR 40 at a point near the NW ¼, SE ¼, Section 6, T10N, R2E in Cold Spring Township. Estimated cost to replace is \$2,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Rob Amling made motion to approve the 50/50 Petition to replace a culvert in Cold Spring Township at an estimated cost of \$2,000.00 as presented.
Bruce Cannon seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Spesard requested approval for a 50/50 Petition to replace a culvert over the unnamed tributary where the same is crossed by the highway TR 313 at a point near the NE ¼, NW ¼, Section 17, T10N, R4E in Prairie Township. Estimated cost to replace is \$5,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Dale Wetherell made motion to approve the 50/50 Petition to replace a culvert in Prairie Township at an estimated cost of \$5,000.00 as presented.
Jim Warren seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Mr. Spesard requested approval for a 50/50 Petition to replace a bridge over the tributary to Green Creek where the same is crossed by the highway TR 385 at a point near the NE ¼, NW ¼, Section 34, T9N, R6E on the Big Spring/Sigel Township line. Estimated cost to replace is \$15,000.00. Cost share is to be shared equally between the County, 50%, and Big Spring/Sigel Townships sharing the other 50% equally.

MOTION: Don Strohl made motion to approve the 50/50 Petition to replace a bridge on the Big Spring/Sigel Township line at an estimated cost of \$15,000.00 as presented.
Norma Stewart seconded the motion.

VOTE: All voted aye by voice and the motion carried.

The next 50/50 Petition Mr. Spesard requested approval for was to replace a bridge over the unnamed tributary where the same is crossed by the highway TR 207 at a point near the SW ¼, NW ¼, Section 22, T11N, R3E in Rose Township. Estimated cost to replace is \$15,000.00. Cost share is to be shared equally between the County and Township.

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MOTION: Glenn R. "Dick" Clark made motion to approve the 50/50 Petition to replace a bridge in Rose Township at an estimated cost of \$15,000.00 as presented.
John "Jack" Roessler seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Presenting his last 50/50 Petition, Mr. Spesard requested approval to replace a bridge over the unnamed tributary where the same is crossed by the highway TR 191 at a point near the NW ¼, NW ¼, Section 19, T11N, R3E in Rose Township. Estimated cost to replace is \$10,000.00. Cost share is to be shared equally between the County and Township.

MOTION: Norma Stewart made motion to approve the 50/50 Petition to replace a bridge in Rose Township at an estimated cost of \$10,000.00 as presented.
John "Jack" Roessler seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Ending his report, Mr. Spesard gave the Board some updates on the work in the County Highway Department. IDOT has completed their audit of the Highway Department. No major issues were found. A citizen recently requested the County vacate right of way along the Mode Road. Mr. Spesard explained the process for vacating right of way stating that authority to vacate must come from the County Board. Mr. Spesard expects to present a Resolution to vacate this right of way at the May board meeting. The letting for the Stewardson Road Project is scheduled for May 10th. The public informational meeting regarding the Tower Hill Village county highway construction project was held on March 23rd. Bridge inspections have been completed on the east half of Shelby County. The department's spring highway commissioner's conference will be held May 7th at 9:00 A.M. at the Highway Department.

Zoning Administrator Dennis Harris updated the Board on the activities of the Zoning office and highlighted the Zoning monthly report. Mr. Harris stated that 25 permits were issued in March. Updating the Board on the Brian Halbrook wind turbine application for his business, Mr. Harris stated that the property is in the Shelbyville city limits and he will need to apply there. Mr. Lolie has not heard from the Illinois Attorney General's Office on his request for an opinion on the Paul Walk zoning issue. Mr. Harris noted that before he issues any more building permits, he will advise the applicant to first go to the Health Department to inquire about septic system permits. Mr. Harris and Steve Melega, Director of the Shelby County Health Department, updated the board on an applicant's septic system issue which occurred recently. Mr. Melega advised the Board on septic system permitting requirements as of January 1, 2013. Mr. Harris will provide board members with a list of applicant's addresses that receive building permits in the future.

Chairman Brooks called for Committee Reports.

Public Buildings Committee Chairman, Jim Warren, referenced the Energy Evaluation report from the Illinois Smart Energy Design Assistance Center. Mr. Warren stated that Mon-Ray completed an air infiltration test on the courthouse windows. PLG Projects completed the Courthouse storm window bidding documents. Although grants have been applied for and are currently being applied for this project, none have been approved to date. Discussion was held following motion and vote.

MOTION: Ken Barr made motion to postpone seeking bids for cost estimate purposes for the Courthouse storm window project.
Robert Behl seconded the motion.

VOTE: All voted aye by voice with the exception of two nay votes.
Motion carried.

Solid Waste Committee Chairman Richard Hayden referenced the Electronics Recycling Day handout. Mr. Hayden noted that a recycling day for Shelbyville would be held on May 8th from 9:00 A.M. – 12:00 P.M. at the County Highway Department. Members were asked to take the handout to their respective districts and post it there. County residents do not pay the fees listed.

Sheriff Miller stated that an additional grant of \$12,000.00 had been received for the county building's lighting upgrade. The project cost was approximately \$33,000.00. The Clean Air grant paid \$14,000.00 with total grants of \$26,000.00 applied to the entire expense.

Continuing with a Law Enforcement report, Sheriff Miller requested permission to declare three squad cars surplus so he could dispose of them.

MOTION: Glenn R. "Dick" Clark made motion to approve declare the squad cars surplus.
Richard Hayden seconded the motion.

VOTE: All voted aye by voice and the motion carried.

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Chairman Brooks requested the following appointments:

Moweaqua Fire Protection District reappoints Richard Vathauer, Trustee

Sigel Fire Protection District reappoints George Nuxoll, Trustee

Tower Hill Fire Protection District reappoints Rob Amling, Trustee

Windsor Fire Protection District reappoints James Hooten, Trustee

Stewardson Fire Protection District reappoints George Conder, Trustee

Herrick Fire Protection District reappoints Ken Barr, Trustee

Shelby County Cooperative Extension reappoints Robert Behl, Jessie Durbin, Roger Pauley, members

MOTION: Glenn R. "Dick" Clark made motion to approve the Chairman's appointments as requested.
Fred Doerner seconded the motion.

VOTE: All voted aye by voice and the motion carried.

Chairman Brooks called for Public Body Comment.

Teddi Barnes addressed the Board to state his concerns regarding the 2001 rezoning, from suburban residential to agriculture, the adjacent land owned by his neighbor, Cindy Phelps. Mr. Barnes opposed the placement of a manufactured home on that property citing that the the home would decrease the value of his home and that setback requirements were not met. Mr. Lolie stated that the issue for the Board to address was whether the landowner was compliant with zoning setback regulations. It was Mr. Lolie's opinion that a measuring tape would solve that question. Further noting, Mr. Lolie said that he didn't believe there was proof a mistake was made during the rezoning process. Mr. Lolie did not believe Mr. Barnes would have any recourse even if a mistake had been made in 2001.


Cooperative Extension Unit Leader, Jim Looft, gave an update on the University of Illinois reorganization of extension units. Mr. Looft stated that \$350,000.00 from local funding was needed to form a new unit. To manage this several counties will need to combine to meet the financial requirement. Several options are being considered at this time. Mr. Looft noted that he is looking for the best fit for Shelby County and that county monies stay in Shelby County. Continuing, Mr. Looft said the reorganization will not eliminate 4-H and that programs might increase due to reorganization. Mr. Looft informed the audience that employee Linda Glick will retire April 30th.

At this time, Chairman Brooks extended Board condolences to Robin Robertson, on the recent loss of his father, and to Rob Amling, on his mother's passing.

There was no further business to come before the Shelby County Board.

MOTION: Glenn R. "Dick" Clark made motion to assess mileage and per diem for the April meetings, to pay the bills and payroll as approved by the Committees and adjourn until the next regular meeting to be held on May 12, 2010.
Fred Doerner seconded the motion.

VOTE: All voted aye by voice, motion carried and the meeting was adjourned at 10:30 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

STATE OF ILLINOIS

ROLL CALL VOTES IN COUNTY BOARD

SHELBY COUNTY

April 14, 2010 SESSION

		ROLL CALL			QUESTIONS									
		MILEAGE	4 / 14 / 2010 A.M.	/ / 2010 P.M.	ON MOTIONS TO <i>set Compensation of County Officers Clerk # 2010</i>		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓		✓									
110	BARR, KENNETH	50	✓			✓								
116	BEHL, ROBERT H.	42	✓			✓								
117	BENNETT, BARBARA	40	✓		✓									
29	BROOKS, PAUL		✓		X									
45	CANNON, BRUCE	26	✓		✓									
133	CLARK, GLENN "DICK"	12	✓		✓									
25	DOERNER, FRED		✓			✓								
214	DURBIN, JESSE	12	✓		✓									
177	HAYDEN, RICHARD	44	✓		✓									
193	JORDAN, ROBERT	31	A		A									
44	KEARNEY, KAY		✓		✓									
206	LENZ, LARRY	26	✓		✓									
457	PAULEY, ROGER	18	✓		✓									
458	REYNOLDS, RICHARD JR.	32	✓		✓									
181	ROBERTSON, ROBIN		✓		✓									
148	ROESSLER, JOHN JACK	12	✓		✓									
221	SIMS, TERRY JOE	24	✓		✓									
137	STEWART, NORMA J.	52	✓		✓									
46	STROHL, DON	45	✓			✓								
329	WARREN, JAMES	28	✓		✓									
44	WETHERELL, DALE	46	✓		✓									

*16 ayes
4 nays
1 not voting
1 absent
motion carried*

2010-13

**SHELBY COUNTY RESOLUTION OPPOSING REDUCTION OF
LOCAL GOVERNMENT DISTRIBUTIVE FUND**

WHEREAS, Illinois counties are currently experiencing a tremendous decline in revenues during this great Illinois recession; and

WHEREAS, Illinois counties are in fiscal turmoil and unable to provide vital services to citizens including police, road maintenance and other public resources within county departments; and

WHEREAS, Illinois taxpayers pay income tax of which 10% is returned to local government services; and

WHEREAS, Governor Quinn proposed in his March 10, 2010 budget address to withhold 30% of this shared revenue keeping \$300 million of that for the State budget; and

WHEREAS, this proposed withholding of county revenue will cost Shelby County \$230,000.00, which could be used to provide services the local taxpayer needs; and

WHEREAS, this reduction will compound the State's late payments of Local Government Distributive Fund amounts by several months causing counties to become delinquent in meeting financial obligations; and

WHEREAS, Shelby County and its officials have already severely cut personnel and expenditures; and

WHEREAS, local taxpayers deserve to have these tax dollars returned to their communities to pay for local community employees, to provide local community services and to avoid local tax increases;

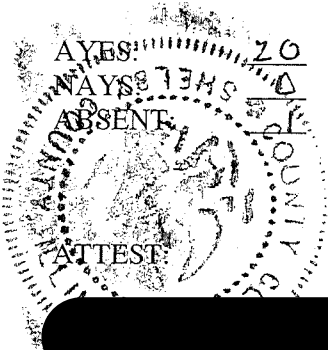
NOW THEREFORE BE IT RESOLVED BY THE SHELBY COUNTY BOARD AS FOLLOWS:

SECTION 1: The County of Shelby, Illinois strongly opposes any reduction of the Local Government Distributive Fund due counties and demands the 10% be kept whole.

SECTION 2: The County of Shelby, Illinois requests every Senator and Representative to reject this diminution of desperately needed revenue due counties.

SECTION 3: The Clerk is hereby directed to send copies of this Resolution to Governor Quinn, the legislative leaders of both chambers of the Illinois General Assembly and members representing this county.

Adopted and approved this 14th day of April, 2010 by the Shelby County Board, Shelbyville, Illinois.



[Redacted Signature]
Shelby County Clerk and Ex-officio
Secretary of the Shelby County Board

[Redacted Signature]
Chairman of the County Board
of the County of Shelby, Illinois

07-10-08-00BR

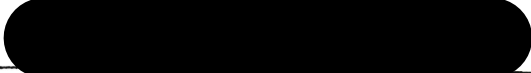
TO: THE SHELBY COUNTY BOARD

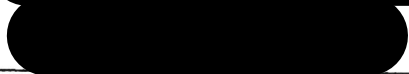
WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED


RESOLUTION _____
PETITION _____
AGREEMENT X

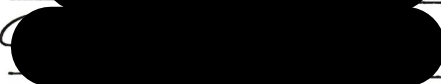
DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE











Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 07-18118-00-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-121-10	BROS-173(168)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name _____ Route TR 159 Length 275 ft
 Termini 3.9 miles northwest of the City of Shelbyville over Robinson Creek

Current Jurisdiction Rose Township Existing Structure No 087-3327

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	326,400	(80)	65,280	(16)	16,320	(4)	408,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	22,848	(80)	5,712	(20)	28,560
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 326,400		\$ 88,128		\$ 22,032		\$ 436,560

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$81,600.00 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA 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 LA 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 LA, and 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 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, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (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 the completion of the contract, 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 department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the 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.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual 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 the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its 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 antitrust 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.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA'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 LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the 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 LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) Reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 department 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 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA 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.
- (4) In cases where the STATE is reimbursing the LA, obligations 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.
- (5) 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 that Act exempt its application.

ADDENDA


Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 Jurisdictional Addenda


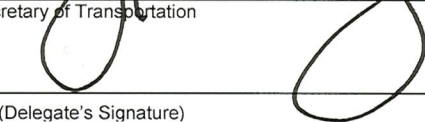
(Insert addendum numbers and titles as applicable)

The LA 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


Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 4-21-10
 TIN Number 376200119

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

APPROVED State of Illinois
 Department of Transportation

 Gary Hannig, Secretary of Transportation Date 5-25-10
 By: 
 (Delegate's Signature)
 (Delegate's Name – Printed)


 Chief of the Road, Director of Highway Construction Engineer Date 5/25/10



 Ellen J. Schanzle-Haskins, Chief Counsel Date 5-20-10


 James C. McDowell, Director of Finance and Administration Date 5-24-10

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Rose
Section	07-18118-00 BR
Project	Bridge Replacement

Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read “The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement”.



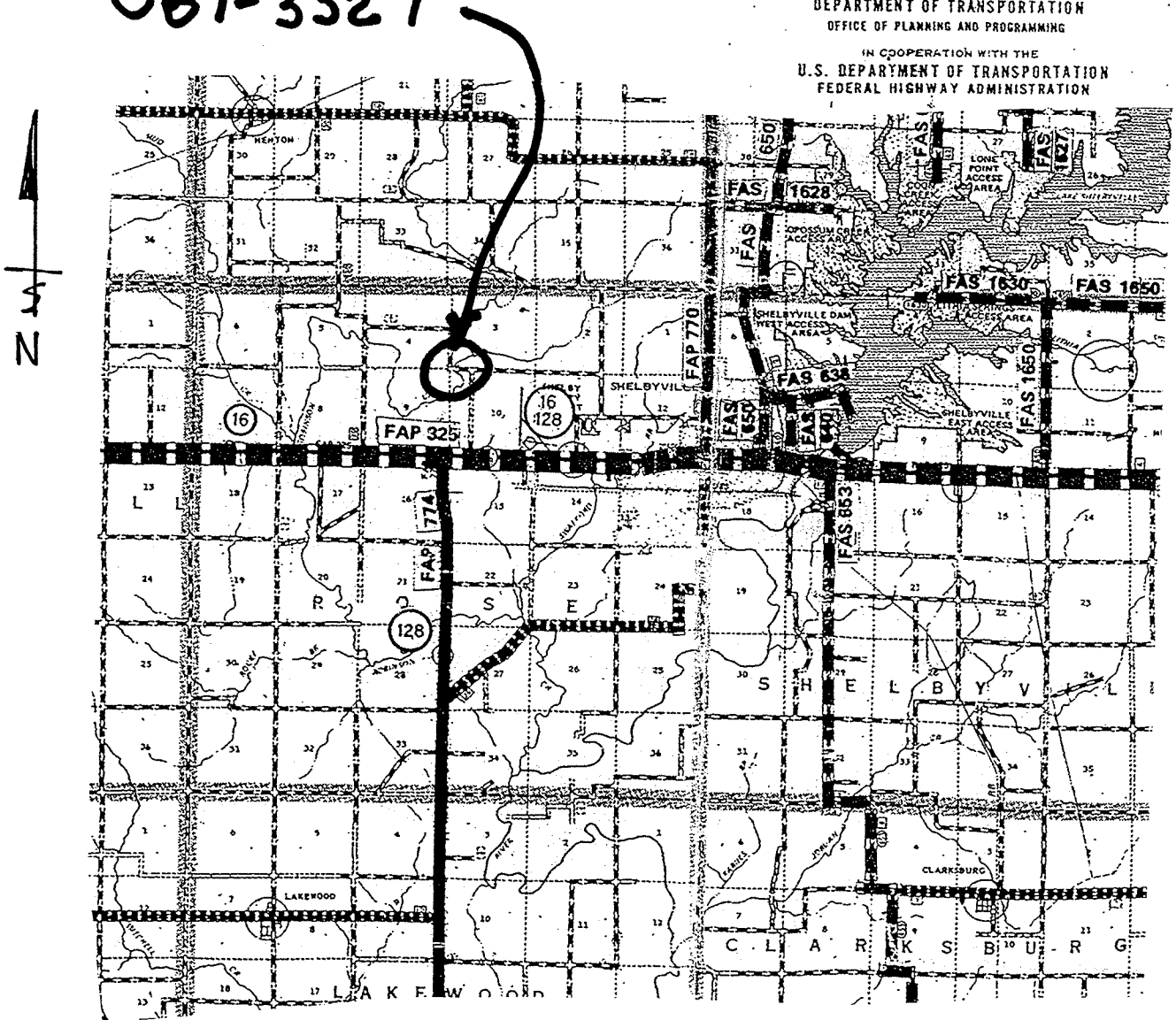
Highway Commissioner
Rose Road District

Bridge
087-3327

5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



LOCATION MAP
07-18118-00 BR

ADDENDUM #1

09-0518-0
Jr. Agreement

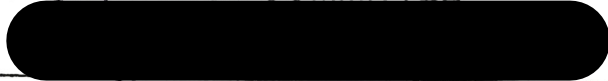
TO: THE SHELBY COUNTY BOARD


WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

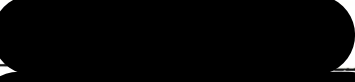
RESOLUTION _____
PETITION _____
AGREEMENT X


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE











Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Shelby County	State Contract X	Day Labor	Contract	RR Force Account
Section 09-05118-00-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-122-10	BROS-173(169)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name _____ Route TR 140 Length 905 ft
 Termini 2.1 miles northwest of Village of Cowden over Mitchell Creek

Current Jurisdiction Dry Point Township Existing Structure No 087-3331

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	304,000	(80)	60,800	(16)	15,200	(4)	380,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	21,280	(80)	5,320	(20)	26,600
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 304,000		\$ 82,080		\$ 20,520		\$ 406,600

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$76,000.00 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA 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 LA 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 LA, and 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 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, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (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 the completion of the contract, 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 department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the 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.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual 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 the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) A. certifies to the best of its knowledge and belief its 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 antitrust 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.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for any contract awarded by the STATE for the construction of this Agreement, the LA will certify 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 LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the 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 LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) Reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 department 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 LA 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.
- (4) In cases where the STATE is reimbursing the LA, obligations 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.
- (5) 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 that Act exempt its application.

ADDENDA

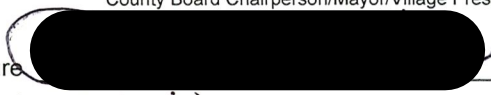
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 Jurisdictional Addenda

(Insert addendum numbers and titles as applicable)

The LA 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

Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 4-21-10
 TIN Number 376200119


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

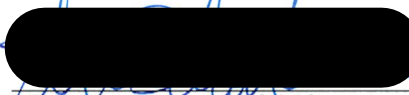
APPROVED


State of Illinois
 Department of Transportation

 5-25-10
Gary Hannig, Secretary of Transportation Date
 By: _____
 (Delegate's Signature)

(Delegate's Name – Printed)

 5/25/10
Christine M. Reed, Director of Highways/Chief Engineer Date


 5-20-10
Eileen J. Schanzle-Haskins, Chief Counsel Date

 5-24-10
Ann L. Schneider, Director of Finance and Administration Date
James C. McDaniel

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Dry Point
Section	09-05118-00 BR
Project	Bridge Replacement

Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read “The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement”.

X 

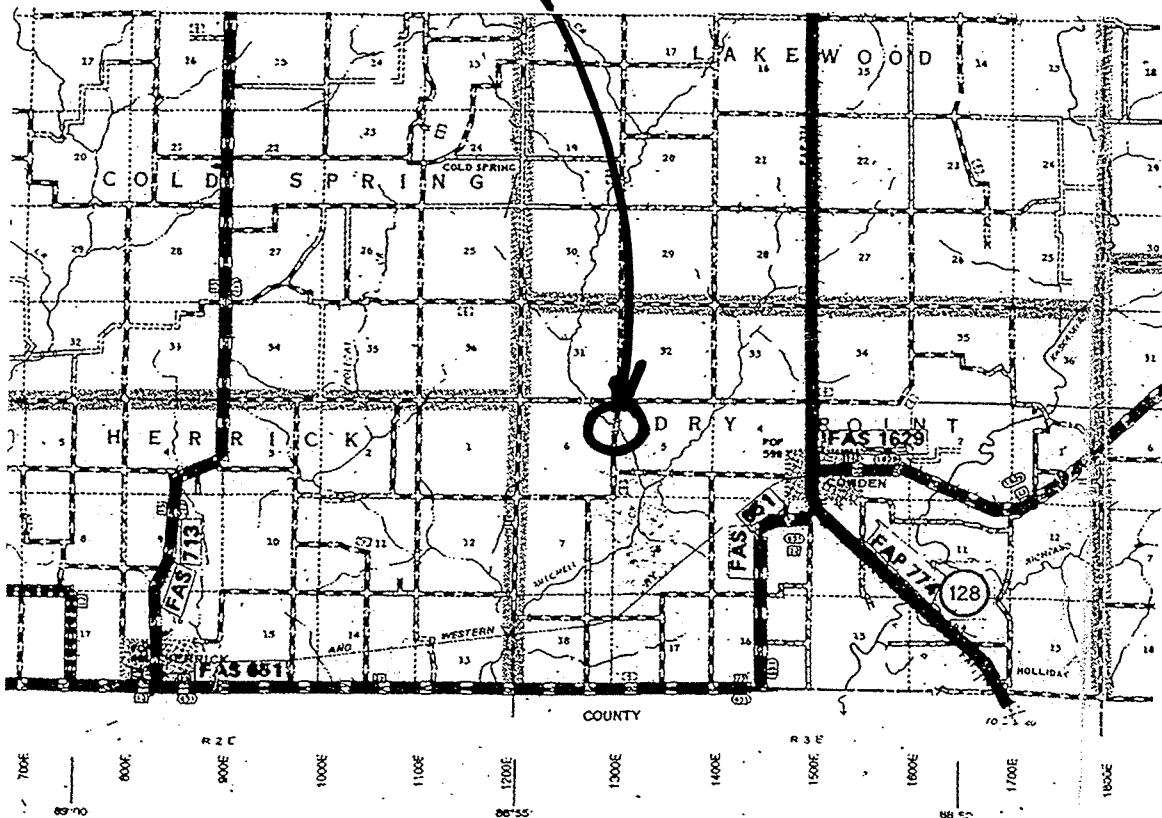
Highway Commissioner
Dry Point Road District



5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Bridge
087-3331



LOCATION MAP

09-05118-00 BR

ADDENDUM #1

238A



09-23/00
Jr Agreement


TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

RESOLUTION	_____
PETITION	_____
AGREEMENT	<u> X </u>

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Shelby County	X			
	Section	Fund Type	ITEP Number		
	09-23113-00-BR	HBP			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-125-10	BROS-173(171)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name _____ Route TR 231 Length 275 ft
 Termini 2 miles southwest of Village of Tower Hill over stream

Current Jurisdiction Tower Hill Township Existing Structure No 087-3169

Project Description

Replace existing bridge with PPC deck beam bridge and approach work

Division of Cost

Type of Work	BRP	%	TBP	%	LA	%	Total
Participating Construction	166,400	(80)	33,280	(16)	8,320	(4)	208,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	11,648	(80)	2,912	(20)	14,560
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 166,400		\$ 44,928		\$ 11,232		\$ 222,560

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$41,600.00 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREEMENT

- (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 LA 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 LA, and 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 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, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (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 the completion of the contract, 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 department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the 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.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual 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 the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And c...s to the best of its knowledge and belief its 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 antitrust 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.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA'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 LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the 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 LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 department 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 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA 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.
- (4) In cases where the STATE is reimbursing the LA, obligations 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.
- (5) 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 that Act exempt its application.

ADDENDA

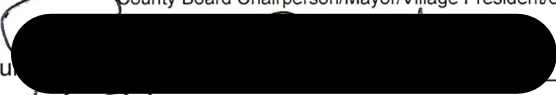
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 Jurisdictional Addenda

(Insert addendum numbers and titles as applicable)

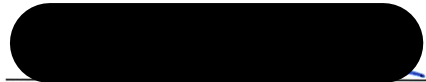

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.


APPROVED

Name Paul Brooks
 Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 4-21-10
 TIN Number 376200119

APPROVED

State of Illinois
 Department of Transportation


 Gary Hannig, Secretary of Transportation 5/11/10 Date
 By: 
(Delegate's Signature)
William R. Frey, Deputy Director of Highways
(Delegate's Name - Printed)

 5-14-10
 Christine M. Reed, Director of Highways/Chief Engineer Date

N/A
 Ellen J. Schanzle-Haskins, Chief Counsel Date

N/A
 Ann L. Schneider, Director of Finance and Administration Date

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

JURISDICTIONAL ADDENDUM NO. 2

County	Shelby
Road District	Tower Hill
Section	09-23113-00 BR
Project	Bridge Replacement

Paragraph (4) on Page 2 under *Local Agency Agrees* is hereby revised to read “The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement”.



Highway Commissioner
Tower Hill Road District

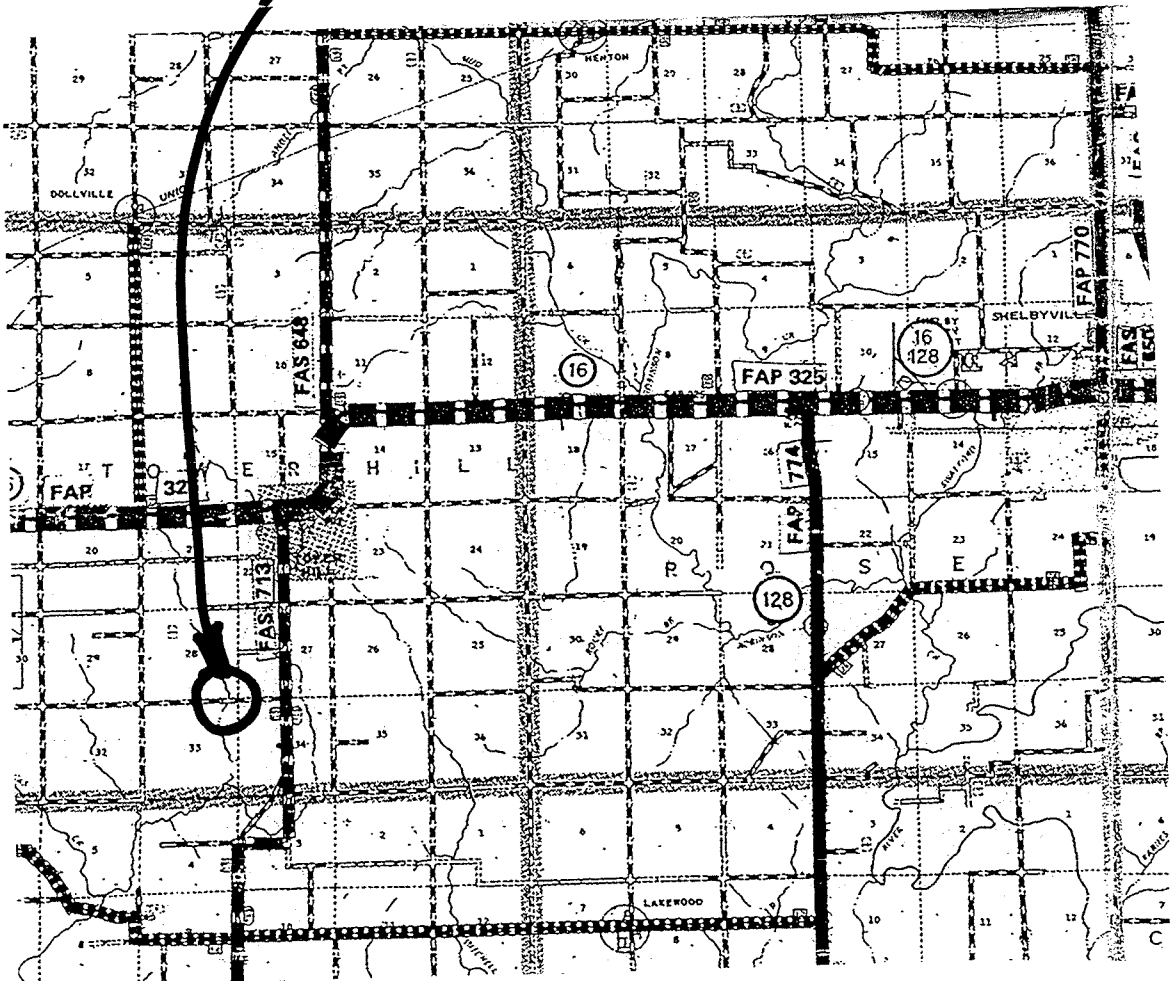
5 YEAR CLASSIFICATION MAP SHELBY COUNTY ILLINOIS

PREPARED BY THE
DEPARTMENT OF TRANSPORTATION
OFFICE OF PLANNING AND PROGRAMMING

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



Bridge
087-3169



LOCATION MAP
09-23113-00BR

ADDENDUM #1

Mode Bridge
Amendment #01
04-00256-00BK


TO: THE SHELBY COUNTY BOARD

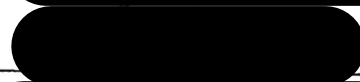
WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

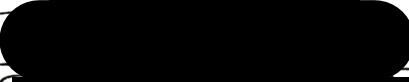
RESOLUTION _____
PETITION _____
AGREEMENT X


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.


RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE












 Illinois Department of Transportation Local Agency Amendment # 01 for Federal Participation	Local Agency Shelby County	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 04-00256-00 BR	Fund Type: MBR	ITEP Number:		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-071-08	BRS-653(12)				

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	MBR	%	STATE	%	LA	%	Total
Participating Construction	810,704	(*)	202,676	(**)		(BAL)	1,013,380
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	65,600	(*)		()	16,400	(20)	82,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 876,304		\$ 202,676		\$ 16,400		\$ 1,095,380
	* 80% MBR NTE \$ 876,304						
	** Lump Sum State Match NTE \$202,676 as a Match to the Federal Funds						

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

The LA 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

Local Agency

Paul Brooks

(Print or Type Name)

County Board Chairperson

(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 376002119 conducting business as a Governmental Entity.

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

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

William R. Frey, Deputy Director of Highways

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Ann L. Schneider, Director of Finance and Administration

Date

Cold Spring
50/50
650N/620E

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

RESOLUTION _____
PETITION X
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE






STATE OF ILLINOIS,
County of Shelby
Road District of Cold Spring } ss.

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 40 at a point near NW 1/4, SE 1/4 Section 6; R2E; T10N; 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be two thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 25th day of March 2010



Highway Commissioner.

STATE OF ILLINOIS,
County of Shelby
Road District of Cold Spring } ss.

I, the undersigned Highway Commissioner of the Road District of Cold Spring, County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Table with 2 columns: Description of work, Amount. Rows include: Pipe Culvert - 1200.00, Labor, Equip, Mat'l - 800.00, TOTAL - \$2000.00

and I do estimate that the probable cost of the same will be two thousand Dollars.

Witness my hand, this 25th day of March 2010



Highway Commissioner.

**PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Cold Spring

Shelby

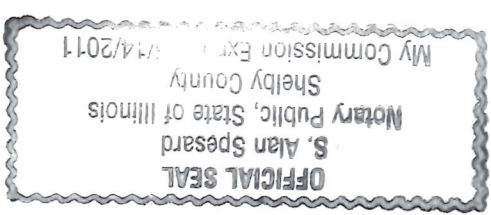
COUNTY, ILLINOIS

FILED
APR 14 2010

Shelby County Clerk
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



STATE OF ILLINOIS,
County of Shelby }
Road District of Cold Spring } ss.
Don Simpson
Highway Commissioner of said Road District of
Cold Spring _____
being duly sworn, on oath says that
two thousand _____
Dollars mentioned in the estimate to which this
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
required.
_____ Highway Commissioner.
Subscribed and sworn to before me, this 25th day of March 2010

Prairie 1/50
700N/2520E

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

RESOLUTION	_____
PETITION	_____ X _____
AGREEMENT	_____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Prairie }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Prairie in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 313 at a point near NE1/4, NW1/4 section 17; R4E; T10N; 3rd PM in said Road District, for which said work the Road District of Prairie is

responsible; and the cost of which work will be five thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 7th day of April 2010



Highway Commissioner.

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Prairie }

I, the undersigned Highway Commissioner of the Road District of Prairie County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Culvert \$3500

Labor, equip \$1500

TOTAL = \$5000

and I do estimate that the probable cost of the same will be five thousand Dollars.

Witness my hand, this 7th day of April 2010



Highway Commissioner.

**PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Prairie

Shelby
COUNTY, ILLINOIS

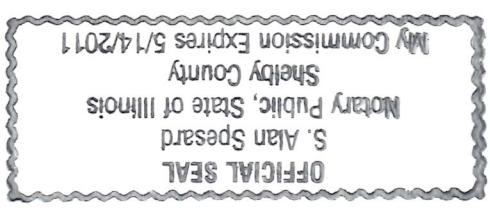
FILED
APR 14 2010

Carol D. Kent
SHELBY COUNTY CLERK

Filed this _____ day of

April 2010

County Clerk.



Alan Spesard

Subscribed and sworn to before me, this _____ 7th day of April 2010

Highway Commissioner.

Affidavit is attached in the estimate to which this five thousand Dollars mentioned in the estimate than is needed for the purpose required.

I, Ervin Mueller, Highway Commissioner of said Road District of Prairie being duly sworn, on oath says that

STATE OF ILLINOIS,
County of Shelby
Road District of Prairie
ss.

Big Ep / Side


TO: THE SHELBY COUNTY BOARD

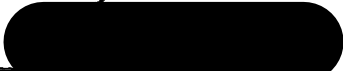
WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED


RESOLUTION _____
PETITION *X*
AGREEMENT _____


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Big Spring/Sigel


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Big Spring/Sigel in said County, would respectfully represent that a bridge needs to be replaced over the tributary to green creek where the same is crossed by the highway TR 385 at a point near NE1/4, NW1/4 section 34 R6E T9N 3rd PM

in said Road District, for which said work the Road District of Big Spring/Sigel is responsible; and the cost of which work will be fifteen thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 12th day of April 2010


Sigel / Big Spring Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Big Spring/Sigel


I, the undersigned Highway Commissioner of the Road District of Big Spring/Sigel, County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe Culverts	\$11,000
Labor, Equip matl	\$4000
TOTAL	\$15000

and I do estimate that the probable cost of the same will be fifteen thousand Dollars.

Witness my hand, this 12th day of April 2010


Sigel / Big Spring Highway Commissioner.

**PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Big Spring/Sigel

Shelby

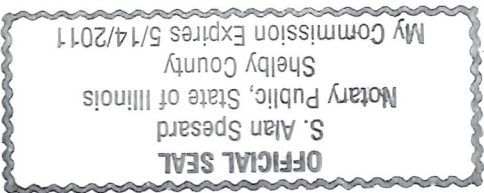
COUNTY, ILLINOIS

FILED
APR 14 2010

Robert A. Slouty
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Alan Spesard

STATE OF ILLINOIS,
County of Shelby }
ss. Road District of Big Spring/Sigel
I Steve Lamar and Brian Hoene Highway Commissioner of said Road District of Big Spring/Sigel being duly sworn, on oath says that fifteen thousand Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.
[Redacted Signature] Highway Commissioner.
Subscribed and sworn to before me, this 12th day of April 2010
[Redacted Signature] Alan Spesard

Rose 5/50
IL-RT.128
1150N

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

RESOLUTION _____
PETITION _____ X _____
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Rose }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Rose in said County, would respectfully represent that a bridge needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 207 at a point near the SW 1/4, NW 1/4 Section 22; R3E; T11N; 3rd PM

in said Road District, for which said work the Road District of Rose is responsible; and the cost of which work will be fifteen thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 25th day of March 2010

[Redacted Signature]

Highway Commissioner.

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Rose }

I, the undersigned Highway Commissioner of the Road District of Rose County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Replace Bridge w/ Pipe/Tank Car -	12000.00
Labor, Equip, Mat'l -	3000.00
TOTAL -	\$15000.00

and I do estimate that the probable cost of the same will be fifteen thousand Dollars.

Witness my hand, this 25th day of March 2010

[Redacted Signature]

Highway Commissioner.

**PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Rose

Shelby

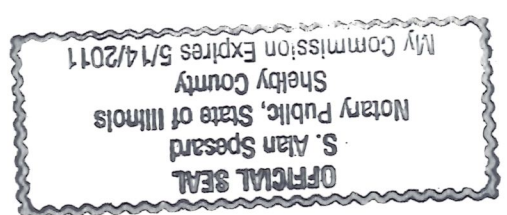
COUNTY, ILLINOIS

FILED
APR 14 2010

Kathy A. Gandy
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.



Subscribed and sworn to before me, this 25th day of March 2010
_____ Highway Commissioner.

Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.

Rose being duly sworn, on oath says that
_____ Highway Commissioner of said Road District of

STATE OF ILLINOIS,
County of Shelby }
Road District of Rose } ss.

Jim Atteberry

102-50/50
1200N/1250E

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE,
HAVING EXAMINED THE ATTACHED

RESOLUTION	_____
PETITION	<u> X </u>
AGREEMENT	_____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Rose }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Rose in said County, would respectfully represent that a bridge needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 191 at a point near the NW 1/4 , NW 1/4 R3E; T11N; 3rd P.M.

in said Road District, for which said work the Road District of Rose is responsible; and the cost of which work will be ten thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 25th day of March 2010



Highway Commissioner.

STATE OF ILLINOIS, }
County of Shelby } ss.
Road District of Rose }

I, the undersigned Highway Commissioner of the Road District of Rose County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Replace Bridge w/ Pipe -	8000.00
Labor, Equip, Mat'l -	2000.00
TOTAL -	\$10,000.00

and I do estimate that the probable cost of the same will be ten thousand Dollars.

Witness my hand, this 25th day of March 2010



Highway Commissioner.

**PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Rose

Shelby

COUNTY, ILLINOIS

FILED
APR 14 2010

D. Kelly
SHELBY COUNTY CLERK

Filed this _____ day of _____

County Clerk.

STATE OF ILLINOIS,

County of Shelby

Road District of Rose

ss.

Jim Atteberry

Highway Commissioner of said Road District of

Rose

being duly sworn, on oath says that

ten thousand

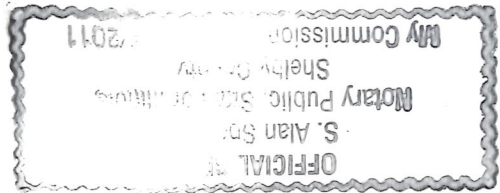
Dollars mentioned in the estimate to which this

affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose

required.

Highway Commissioner.

Subscribed and sworn to before me, this _____ day of _____, 2010



March, 2010 Zoning Administration Report to The Shelby County Board for their consideration

Building Permits issued

Halbrook wind turbine update

Paul Walk update

Change in building permit procedure

Denny Harris
Zoning administrator

**Zoning Administration
Monthly Report
2009**

	January	February	March	April	May	June	July	August	September	October	November
Building Permits											
Residence (Mobile, Modular, and Co	3	3	3	4	6	6	5	6	2	3	1
Additions to Residence			1	2	6	2	4	0	1	2	0
Accessory Buildings	1	1	4	6	4	8	4	9	7	7	2
Grain Bins		1	3	2	4	0	3	0	0	0	0
Commercial/Additions	1		0	0	0	0	0	3	2	0	2
Billboard/Sign			0	0	0	0	0	0	0	0	0
Zoning Applications											
Rezoning	0	0	0	0	0	0	0	0	0	0	0
Special Exceptions	0	0	0	0	0	0	0	0	0	0	0
Variances	0	0	0	0	0	0	0	0	0	0	0
Sub Divisions	0	0	0	0	0	0	0	0	0	0	0
Preliminary Plat	0	0	0	0	0	0	0	0	0	0	0
Final Plat	0	0	0	0	0	0	0	0	0	0	0
Fees Received	\$1,025.00	\$525.00	\$900.00	\$1,025.00	\$4,050.00	\$2,025.00	\$1,625.00	\$3,875.00	\$1,725.00	\$975.00	\$750.00
2010 Monthly report											
Building Permits, (Fees)	1	3	7								
Additions to residence	0	0	1								
Accessory Buildings	2	3	13								
Grain Bins	0	0	1								
Commercial additions	0	0	0								
Billboards&signs	0	0	0								
ZONING APPLICATIONS											
Rezoning	0	0	0								
Variances	0	0	0								
Special exceptions	0	1	0								
Subdivisions	0	0	0								
Final Plat	0	0	0								
Preliminary Plat	0	0	0								
FEES RECEIVED	\$300.00	\$850.00	\$11,100								

Illinois Smart Energy Design Assistance Center

**LEVEL III FEASIBILITY REPORT
ENERGY EVALUATION AND RECOMMENDATIONS**

SHELBY COUNTY COURTHOUSE

SHELBYVILLE, ILLINOIS

MARCH 2010

 UNIVERSITY OF
ILLINOIS
AT URBANA-CHAMPAIGN

 dceo
ILLINOIS DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

This report was prepared as the result of work under the direction of Chris Burger, P.E., an energy expert subcontracting for the staff of the Smart Energy Design Assistance Center. It does not necessarily represent the views of the University of Illinois, its employees, or the State of Illinois. The SEDAC, the State of Illinois, its employees, contractors and subcontractors make no warrant, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the uses of this information will not infringe upon privately owned rights. This paper has not been approved or disapproved by the Illinois Department of Commerce and Economic Opportunity nor has the Department passed upon the accuracy or adequacy of the information in this report.

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Exhibit 2:	Building Diagrams and Photographs
Exhibit 3:	Energy Consumption
Exhibit 4:	Equipment Data
Exhibit 5:	Reference Materials
Exhibit 6:	Calculations
Exhibit 7:	Energy Savings Incentives

EXECUTIVE SUMMARY

The Illinois Department of Commerce and Economic Opportunity has implemented the Smart Energy Design Assistance Program for the Commercial and Public building sectors. As part of this program, the Smart Energy Design Assistance Center (SEDAC) contracted with Patrick Engineering Inc. to perform a facility survey and a detailed energy audit for the Shelby County Courthouse in Shelbyville, Illinois. This report presents the results of the analysis along with the methods and assumptions used.

The Shelby County Courthouse has 21,069 square feet of conditioned building space. A copy of the building diagrams and building photographs can be found in Exhibit 2. Energy usage data provided by Shelby County shows the following cost and Energy Usage Intensity (EUI) benchmarking metrics.

Base Year	Annual Consumption	Annual Consumption (MMBtu/yr)	Annual Cost (\$/yr)	Energy Unit Intensity (Btu/ft ² -yr)	Unit Cost (\$/ft ² -yr)
Electricity	199,462 kWh	680.8	\$19,938	32,311	\$0.95
Natural Gas	15,254 therms	1,525.4	\$17,626	72,400	\$0.84
Total		2,206.2	\$57,702	104,711	\$1.78

The usage and costs represented in Table 1 are based on numbers that Shelby County has provided for the purposes of this study. Unit costs per kWh and therm were calculated from the data and are shown in Table 2. Electricity is provided by Ameren CIPS under rates DS-2 and DS-5 and Natural Gas is provided by Ameren under rate GDS-3.

Electric	Natural Gas
\$/kWh	\$/therm
\$0.10	\$1.16

Energy cost reduction measures (ECRMs) in this report are evaluated according to energy and operational costs that are affected by the project. Further breakdown of the energy usage allocated to end-use is presented in the following section of this report.

Summary of Available Cost Savings:

Eleven (11) Energy Cost Reduction Measures (ECRMs) are presented in this report with calculated savings. These ECRMs total \$16,267 in annual energy savings. These are intended to address Shelby County's commitment to a reduction in annual energy use.

The ECRMs result in an estimated savings of 62,131 kWh per year or 31% kWh savings, and \$6,188 in electricity cost reductions, a 31% reduction in electrical costs. Natural gas savings are estimated to be 8,642 therms per year or 56%.

A summary of annual cost savings and paybacks expected from each ECRM are displayed in Table 3.

	Energy Cost Reduction Measure (ECRM)	Annual Electricity Savings (kWh/yr)	Annual Natural Gas Savings (Therm s/yr)	Demand kW Reduction kW/mo	Total Energy Savings (\$/yr)	Estimated Capital Cost (\$)	IRR%	Simple Payback (years)
1	Convert T12 to T8	1,135	-32	0.6	\$76	\$2,640	0.0	34.7
2	CFLs for Incandescents	1,900	-53	0.7	\$129	\$75	172.0	0.6
3	Covert all Exit Lights to LED	825	-23	0.08	\$56	\$200	27.5	3.6
4	Switch Mounted Occupancy Sensors	5,454	-154	0	\$367	\$1,700	20.6	4.6
5	Storm Windows	6,300	3,400	0	\$4,574	\$93,000	0.0	20.0
6	Boiler Burner Replacement & System Improvements	0	2,800	0	\$3,248	\$39,900	2.7	12.3
7	Chiller Replacement	16,300	0	24.0	\$1,630	\$32,000	0.0	19.6
8	Attic Insulation	3,800	1,450	0	\$2,062	\$7,000	29.0	3.4
9	Variable Speed Drive	5,030	0	0	\$503	\$3,600	11.4	7.2
10	Vending Machine Controls	1,647	-46	0	\$111	\$260	35	2.3
11	Temperature Setback/Set-forward	19,700	1,300	0	\$3,478	\$2,800	124.2	0.8
	TOTALS	62,131	8,642	25.4	\$16,234	\$183,175	4.0	11.3

The calculated savings are sequential for the ECRMs. That is ECRM #4 assumes ECRM #1 has been implemented or ECRM #11 assumes ECRM #6 and ECRM #7 have been implemented.

The IRR was calculated using a 15-year study period and a discount rate of 4%.

Previous Work Affecting Energy Consumption and Costs

The facility has implemented several improvements which contribute to reductions in building energy consumption, including the following:

1. The Courthouse has started conversion to T8 lamps and electronic ballasts. They have applied for and received a grant from Illinois DCEO to complete this task.
2. Some of the radiators have automatic temperature control valves installed on them. Complete the installation of temperature sensitive control valves on all radiators.

Recommendations

Based on the results of the energy savings calculations and cost estimates, the Shelby County Board should consider all the analyzed Energy Cost Reduction Measures (ECRMs).

The simple payback is greater than 10 years for several ECRMs. The T12 to T8 lighting conversion (ECRM #1) was not completed as part of the lighting upgrade. This should be considered to standardize fluorescent lamps that need to be stocked to one T8 lamp. ECRM #5 is under bid and being done for employee comfort and preservation of the original existing double hung windows.

ECRM #6 should be done to eliminate the sewerage of treated and warm condensate and improve overall heating system efficiency. The chiller replacement (ECRM #7) should be done when the existing unit needs replaced.

INTRODUCTION

This report has three main purposes: to identify and evaluate potential energy cost reduction measures (ECRMs), to make recommendations regarding implementation of ECRMs in the context of current and anticipated Shelby County infrastructure upgrades, and to identify operations and maintenance procedures as they relate to energy. Historical energy consumption has been included for an overview of building usage patterns and to give context for potential savings.

FACILITY INFORMATION

This section describes factors affecting energy savings calculations including building envelope, occupancy patterns and energy consuming systems.

Building Envelope

The Shelby County Courthouse has 21,069 square feet of conditioned building space. The Courthouse is a brick masonry structure with 2 floors above grade and a basement. Wall thickness ranges from 8 inches to 30 inches with plaster coated interior and the original ceilings were plaster. There is no attic insulation above the 2nd floor ceiling. The building was constructed in 1883.

The Courthouse has the primary entry door with vestibule on the west side near the northwest corner. The main level (1st floor) doors have been discontinued from use due to security reasons.

The windows are original double hung single pane wood sash windows. The windows are in good condition and are 23% of the wall area. Partial storms fabricated to cover portions of the windows were removed and not reinstalled.

Occupancy Patterns

The Courthouse is occupied from 8am to 4pm. There are about 33 employees in this building. Attendance at the court sessions vary widely from 8 to over 100.

Energy Consuming Systems

This section outlines the major energy consuming systems at Shelby County. A more detailed listing of major building equipment is provided in Exhibit 4. This equipment includes boiler, cooling unit, pumps and lighting.

Primary Heating

The Courthouse is heated with steam perimeter radiation units. The 4.2 million BTU_h Otto boiler produces 7.5 psig steam and is located in the "doghouse". A small condensate return tank is in the doghouse near the boiler.

Primary Cooling

Cooling for the Courthouse is provided by a 30 ton Carrier Model 30HL030 chiller with an air cooled condensing unit containing a 30 ton reciprocating compressor. Chilled water provided by this unit is sent to the packaged terminal air conditioning units (PTAC) located in each office space.

Air Systems

Air Handling Units

The Courthouse has PTAC units located in office space either overhead or floor mounted for cooling only.

Exhaust Fans

Exhaust fans are located in the restrooms. They are controlled by the light switches.

Controls

The PTAC units are controlled via local sensors and thermostats. The radiators are controlled by automatic valves on about 50% of the units and on-off valves on the remainder. The boiler is controlled by a master thermostat that shuts the boiler off when space temperature is adequate in the selected space.

Domestic Hot Water

Domestic hot water is generated by an A O Smith electric water heater located in the Basement janitor's closet.

Lighting Systems

Fluorescent lights are the primary source of interior illumination in the courthouse.

Four foot 32 Watt T-8 lamps in 2 lamp fixtures are the standard for the complex. These light are the result of a recent grant via the Public Sector Electric Efficiency Program.

Some T-12 lamps with magnetic ballast remain principally in the storage areas and the doghouse. A complete list of lights is in Exhibit 4.

Exterior lighting consists of high pressure sodium pole lights in the parking lots. These exterior lights are controlled by photocells.

All exit and access marking lights are primarily LED but some still contain two 7 Watt fluorescent tubes.

Other Equipment and Systems

The break rooms have microwaves, coffee pots and fridges. Vending machines are located in the Basement corridor.

BUILDING ENERGY PROFILE

Utility Summary

Shelby County provided utility summary data from October 2008 through October 2009 covering electric and natural gas. A summary of the annual building usage and associated utility cost for each can be found in Tables 1 and 2.

Energy Consumption

The following table gives an estimate of the energy breakdown by equipment type at this site.

Energy Use	Electricity (%)	Natural Gas (%)	Total Energy (%)
Lighting	21	-	7
Heating	-	100	69
Cooling	36	-	11
Domestic Hot Water	1	-	0
Fans and Pumps	10	-	3
Other	32	-	10
Total	100	100	100

The heating load, lighting and cooling load are the largest users and therefore are the primary target for energy efficiency improvements.

Additional energy consumption information and charts of energy consumption are found in Exhibit 3.

The following gives a comparison of building energy use versus the ENERGY STAR database.

Facility	EIN BTU/square foot	ENERGY STAR Target BTU/square foot	Facility Rank	\$/square foot
Courthouse	104,711	72,000	42	\$1.78

The facility rank number indicates the percentage of similar buildings that use more energy per square foot than this building. A Rank of 75 will enable the building to be ENERGY STAR rated.

ENERGY COST REDUCTION MEASURES (ECRMS)

Feasible ECRMs

This section of the report describes each specific ECRM and presents a summary listing of the key economic factors for consideration. Specifically, each summary contains the estimated annual energy and dollar savings for each energy form; opinions of estimated capital cost to design, acquire and install each ECRM; and the simple payback.

Energy Savings Calculations

For each ECRM, certain basic data was utilized and assumptions made to arrive at the projected savings. The basic data came primarily from a survey of the facility and interviews with facilities staff.

Trane System Analyzer was used to model building energy usage. The change in values from one model run to the next was used to obtain the savings estimates for ECRM #5 through ECRM #8 and ECRM #11.

Units of electric energy savings are presented in terms of end-use energy, rather than the original source or generating energy, which would be higher. Therefore, for annual energy use at the meter, the conversion factor of 3,413 Btu/kWh is used to determine electrical MMBtu (Million British thermal units).

Basis for Energy Cost Savings Calculations

The utility costs represented in the Utility Summary are representative of the building allocated costs for the building determined by analysis of the data provided by facilities management. The utility costs used to determine cost savings associated with ECRMs are shown in Table 2.

Further, some ECRMs cause an increase in heating energy consumption while saving electricity. This is predominantly true for lighting modifications. While electricity is saved in the form of lighting, additional heating energy is needed to offset the reduced internal heat gain from the lighting reduction.

Opinions of Capital Costs for ECRM Project Budgets

Cost estimates are based on 2009 vendor quotes, RS Means *Mechanical Cost Data* and previous experience on similar projects. However, they do not include the cost to remove or dispose of hazardous materials, unless specifically noted for a given ECRM project. Cost estimates will need to be adjusted for removal and disposal of asbestos or any other hazardous materials, if required.

The economics of each ECRM were calculated as simple payback, the period of time (in years) that allows the annual savings to equal the capital cost.

Project Economics

Shelby County may use several methods to assess the economics of energy saving projects. Simple payback was identified as one of the methods.

Shelby County may wish to perform additional financial analysis on the energy savings and investment cost. This additional analysis should take into account the escalation of energy costs Shelby County projects in the future.

The Internal Rate of Return was calculated using the SEDAC calculator and the discount rate of 2.5% since that is the rate received on certificates of deposit by Shelby County.

ECRM 1: CONVERT T12 FLUORESCENT TO T8

Economics

Annual Cost Savings = \$76

Installed Costs = \$2,640

Simple Payback = 34.7 years

Annual Energy Reduction = 1,135 kWh, -32 therms

Monthly kW Demand Reduction = 0.6 kW

Summary

Replace all T12 fluorescent lamp and magnetic ballasts with either High Performance or Reduced Wattage T8 lamps and electronic ballasts.

Background

The majority of the lights in the courthouse have been changed to T8 fixtures with electronic ballast. The remaining T12 fixtures with magnetic ballasts should be changed to T8 fixtures. The majority of these fixtures are in the doghouse, Guard area and storage areas. Recommendation is to replace all fixtures with 4 foot fixtures to reduce replacement lamp stocks to a single type T8 lamp.

Implementation

All T12 lamps and associated ballasts should be changed to either T8HP or T8RW lamps with the proper electronic ballast. Install T8 lamps with either 4100K or 5000K rating for better employee comfort.

The complete list of current and proposed fixtures and their locations can be seen in Exhibit 4.

Table 6. Current T12 Fixture Count					
Building	4 Foot , 4 Lamp Quantity	4 Foot , 2 Lamp Quantity	4 Foot , 2 Lamp U Quantity	8 Foot 4 Lamp Quantity	8 Foot , 2 Lamp Quantity
Doghouse	0	3	0	1	1
Guard	1	1	0	0	2
Basement Storage Areas	0	1	0	6	0
Room 101	6	0	0	0	0
Room 105	0	0	1	0	0
Treasurer's Vault	0	1	0	0	0

The estimated capital cost covers the cost of replacement fixtures and assumes installation by staff. Costs are based on 55 replacements fixtures using 4 foot T8 bulbs and electronic ballasts to standardize on only one replacement lamp required to be stocked.

Savings

Savings result from reductions in kilowatt hours.

The reduction in kilowatt hours was calculated by taking the difference in wattages between the existing and the proposed lamps and ballast wattages.

The space is interior; therefore the lighting retrofit savings are adjusted for heating and cooling interaction.

ECRM 2: CFLS FOR INCANDESCENTS

Economics

Annual Cost Savings = \$129

Installed Costs = \$75

Simple Payback = 0.6 years

Annual Energy Reduction = 1,900 kWh, -53 therms

Monthly kW Demand Reduction = 0.7 kW

Summary

Replace all incandescent bulbs throughout the entire Courthouse with screw-in CFLs.

Background

The Courthouse has at least 15 incandescent bulbs. Incandescent bulbs last between 750 to 1000 hours and use 4 times the energy of the CFL replacement. CFLs have an estimated life of 10,000 hours.

Implementation

Install 15 Watt CFL for the 60 Watt standard incandescent bulbs. There are 65 or 75 Watt incandescent flood lights in the courtroom areas of the courthouse. There are specialty replacements PAR Spot/Flood CFLs available for use there and even dimmable CFLs if needed.

Savings

Savings come from reductions in kilowatt hours. Cooling and heating interactions are taken into account in the calculations.

ECRM 3: CONVERT ALL EXIT LIGHTS TO LED

Economics

Annual Cost Savings = \$56

Installed Costs = \$200

Simple Payback = 3.6

Annual Energy Reduction = 825 kWh, -23 therms

Monthly kW Demand Reduction = 0.08 kW

Summary

Complete the on-going replacement of exit lights with LED exit lights.

Background

There are about 5 exit lights in the complex that contain 7 watt fluorescent lamps.

Implementation

Replace the exit fixtures with new LED fixtures that draw less than 1 Watt per fixture. Savings are based on reductions in wattages and are based on kWh and kW charges. Costs are based on previous vendor quotes and assume installation by an electrician.

The reduction in kilowatt hours was calculated between the fluorescent fixtures and LED fixtures.

The space is interior; therefore the lighting retrofit savings are adjusted for heating and cooling interaction.

ECRM 4: SWITCH MOUNTED OCCUPANCY SENSORS

Economics

Annual Cost Savings = \$367

Installed Costs = \$1,700

Simple Payback = 4.6

Annual Energy Reduction = 5,454 kWh, -154 therms

Monthly kW Demand Reduction = 0 kW

Summary

Replace on-off wall switches in the office spaces with infrared and/or ultrasonic motion sensors wall switches to reduce electric energy consumption. This ECRM should be limited to individual or 2 person offices, the reference law library, restrooms and storage areas.

Background

There are two types of occupancy sensors that are generally used, ultrasonic and passive infrared. Ultrasonic sensors fill the room with high-frequency sound; movement causes the reflected sound to have a frequency shift, which in turn sets off the sensor. Because it does not rely on "line-of-sight" this type of sensor is well suited to areas with tall obstacles. (Ultrasonic sensors are not to be confused with acoustic sensors that require a person to make noise in order to be detected.) Passive infrared sensors rely on moving body heat. To be seen, the person must move between the "vaness" created by the sensor's lens.

The estimated capital cost is based on 34 sensors and includes contractor installation of a single sensor installed as a wall switch replacement in the smaller rooms. Wall switch replacements could be readily accomplished by in-house staff. Manufacturers' technical sales representatives are good resources to assess the applicability of various sensor models in different area types and for the desired area of coverage.

Implementation

Throughout this facility on-off wall switches are used to control lights. This site contains individual offices for staff, restrooms, law library and maintenance staff. Therefore a 25% reduction in operating time for the lamps in these areas is used in the savings calculation. The savings in this ECRM assume the T-12s have been converted to T-8s and incandescents to CFLs.

Savings

Savings come from reductions in kilowatt hours. Heating and cooling interaction is taken into account in the savings estimates.

ECRM 5: STORM WINDOWS

Economics

Annual Cost Savings = \$4,574

Installed Costs = \$93,000

Simple Payback = 20.0 years

Annual Energy Reduction = 6,300 kWh, 3,400 therms

Monthly kW Demand Reduction = 0 kW

Summary

Install storm windows on all double hung windows to reduce infiltration and heat transfer.

Background

The Courthouse was constructed in 1883 and still has the original double hung windows. The building is designated as a historic building which can limit exterior modifications. Based on conversations with the Illinois Historic Preservation Agency, these storm windows are allowable.

Implementation

Install storm windows on all double hung windows to reduce infiltration and heat transfer.

The estimated capital cost is based on an estimate by a representative of Mon-Ray windows, the manufacturer and includes installation. The windows include operable storms with screens at selected locations.

Savings

Savings come from a Trane System Analyzer program comparing existing usage with usage after installation of the storm windows. Reflective film on the exterior was also analyzed but was determined to be not cost effective, due to an increase of gas for heating. The infiltration rate from the model dropped from 2 air changes per hour to about 0.6 air changes per hour.

ECRM 6: BOILER BURNER REPLACEMENT & STEAM SYSTEM IMPROVEMENTS

Economics

Annual Cost Savings = \$3,248

Installed Costs = \$39,900

Simple Payback = 12.3 years

Annual Energy Reduction = 2,800 therms

Monthly kW Demand Reduction = 0 kW

Summary

Replace the existing low pressure steam boiler burner with a new modulating burner and an overflow tank for the condensate return system.

Background

The low pressure steam boiler produces steam at a maximum pressure of 7.5 psig which is used to heat the Courthouse. The HVAC contractor stated the existing boilers had more heat transfer area than new units and the boiler itself was in excellent condition. He believes that replacing the burner with a new burner that has better fuel air mixture control and varying firing rates along with a flue damper control will improve the system efficiency.

The Courthouse also has a small condensate receiver tank that during periods after a long boiler shutdown does not have adequate volume so make-up water is added during warm-up and when the condensate starts returning it is sewerred. An overflow tank would resolve this problem.

The boiler is controlled by a thermostat in a basement office that if space temperature is achieved shut the boiler off. This controls space temperature but contributes to the cyclic condensate flows.

Implementation

Install a new burner, damper flow control and the condensate surge tank. The AFUE is anticipated to increase from 60 to 78.

Savings

Savings come from the increase in boiler efficiency, the elimination of steam condensate losses from the condensate system and flue derived heat losses. Savings come from a Trane System Analyzer program comparing existing usage with usage after efficiency increase. Costs are based on an estimate from Mark Chilton of Xcell Mechanical Services.

ECRM 7: CHILLER REPLACEMENT

Economics

Annual Cost Savings = \$1,630

Installed Costs = \$32,000

Simple Payback = 19.6 years

Annual Energy Reduction = 16,300 kWh

Monthly kW Demand Reduction = 24.0 kW

Summary

Install a new chiller to replace the current unit which is estimated to be over 20 years old. It is estimated that the old unit energy rate is 1.4 kW/ton and a new unit will have an energy use of 0.78kW/ton.

Background

The chiller contains a 30-ton reciprocating air cooled compressor unit.

Implementation

Replace the existing chiller with a water cooled scroll chiller.

The estimated capital cost covers relay, installation and set-up. The cost also includes labor and contractor profit. Cost is based on Means 2009 Mechanical Cost Data.

Savings

Savings come from improved efficiency of the chiller. Savings estimates come from a Trane System Analyzer program comparing existing usage with usage after installation of the new chiller.

ECRM 8: ATTIC INSULATION

Economics

Annual Cost Savings = \$2,062

Installed Costs = \$7,000

Simple Payback = 3.4 years

Annual Energy Reduction = 3,800 kWh, 1,450 therms

Monthly kW Demand Reduction = 0.0 kW

Summary

The calculation for energy savings is based on installation of R-19 insulation above the plaster ceiling above the top floor. However, use R-30 levels if possible to meet International Energy Conservation Code 2009 standard.

Background

The ceiling consists of 4 inches of plaster. See photo in Exhibit 6 which shows ceiling thickness and lack of insulation.

Implementation

Blow in insulation to achieve an additional R-19 insulation value, and even more insulation if room allows above the ceiling.

Savings

Savings come from reduced heat transfer. Savings estimates come from a Trane System Analyzer program comparing existing usage with usage after installation of the insulation.

ECRM 9: VARIABLE SPEED DRIVE

Economics

Annual Cost Savings = \$503

Equipment Costs = \$3,600

Simple Payback = 7.2years

Annual Energy Reduction = 5,030 kWh

Monthly kW Demand Reduction = 0 kW

Summary

Install variable frequency drives on selected chilled water pump.

Background

The chilled water pump was operating during the walkthrough which was a snowy day in December. From conversations with maintenance staff it was stated that this was left on to allow for cooling of circuit clerk area used for absentee voting if it required space cooling. The on/off control is a manual switch controlled by maintenance staff. The use of variable speed drives on the pump would allow the chilled water flow to match occupancy and load needs rather than operating at maximum load continuously. The motor was 2.0 hp.

Implementation

A variable speed drive would be put on the pump. A programmable logic controller would be needed and temperature inputs of leaving and returning chilled water temperature to match the motor speed to load.

The cost of by-pass relays are included. Cost based on equipment estimates from Hatchell and Associates and Means 2009 Mechanical Cost Data.

Savings

Savings result from reductions in pump hp based on 30% of time at full load and 70% of time at 70% load for the annual hours above 35°F.

ECRM 10: VENDING MACHINE CONTROL

Economics

Annual Cost Savings = \$111

Installed Costs = \$260

Simple Payback = 2.3

Annual Energy Reduction = 1,647 kWh, - 46 therms

Monthly kW Demand Reduction = 0 kW

Summary

Install VendorMizer or similar occupancy controls to reduce electric energy consumption while spaces are unoccupied.

Background

The Shelby County Courthouse has 6 vending machines in the break areas. There are refrigerated cold drink units, snack units and hot beverage units. The snack unit draws about 70 Watts and the cold drink unit averages about 400 Watts. Control units that the machines can be plugged into are available that will cycle the lights/machine off during low traffic periods. This will save energy by reducing lighting usage, lower heat gain from lighting in the refrigerated units and control cycling of the compressor. The hot beverage unit was not included because adequate information on the water heating system was not available.

Implementation

There are several commercially available control units for refrigerated and non-refrigerated vending machines. Some are simply control units while others will monitor and provide electrical savings. Units are also available for inside and outside locations.

Savings

Savings come from reductions in kilowatt hours. Case studies have shown up to a 75% reduction in energy use due to control units. Savings in this ECRM will be based on a 50% reduction.

A packaged system with the control unit that measures savings can be purchased. Since these are essentially plug and play systems, one unit with the measurement capability can be purchased and moved to various units to verify savings.

Savings estimates for the refrigerated units are 1,750 kWh and for the snack units is 300kWh.

If the vending machines are owned by the county this should be done. If the machines are part of an annual agreement this may need to be a condition of renewal or the machine owner may wish to supply ENERGY STAR rated units.

ECRM 11: TEMPERATURE SETBACK

Economics

Annual Cost Savings = \$3,478

Installed Costs = \$2,800

Simple Payback = 0.4 years

Annual Energy Reduction = 19,700 kWh, 1,300 therms

Monthly kW Demand Reduction = 0 kW

Summary

Install an automatic setback thermostat for boiler control and for each cooling unit in the offices.

Background

The current practice is to leave the temperature settings and operation of boiler to remain constant during unoccupied hours. Each cooling unit is controlled by a thermostat in the office area.

Implementation

Install thermostats that can set-up (cooling) or set back the set point temperature during unoccupied hours.

Savings

Savings come from reductions in heating and cooling losses through the building envelope and ventilation air treatment. Savings estimates come from a Trane System Analyzer program comparing existing usage with usage assuming a 5°F setback in winter and 5°F set forward in summer. Costs are based on 28 simple thermostats, one for boiler control and the others for each office area cooled and controlled by a thermostat presently.

A 1°F reduction in temperature during the heating season will save about 750 therms of gas (\$870) and a 1°F increase during the cooling season would reduce electric bills by 9,100 kWh (\$910).

OTHER ITEMS CONSIDERED

In addition to the feasible ECRMs presented, other items were evaluated in this study to determine feasibility and to indicate energy impact on future work. ECRMs in the following discussion should be considered, but may not be feasible in this facility application due to particular characteristics of this facility or due to other considerations such as long paybacks.

DDC Controls

The installation of an energy management system should realize 5% savings on top of the recommended savings.

The use of direct digital controls and an energy management system to control all systems and operations should be considered as controls need to be upgraded and tracking of usage is needed.

Exterior Lighting

The exterior lighting was assumed to be high pressure sodium which is the standard for this use. New LED exterior lights are being developed but are not cost effective at this time. Consider replacements or upgrades to proven LED lights as others burn out.

Premium Efficiency Motors

The motor sizes and equipment operating hours for most equipment will not generate enough energy savings on outright motor replacements for a sufficient payback. It is recommended, however, that premium efficiency motors be specified when new equipment with motors is purchased.

Renewable Energy Sources

Based on previous analyses, solar thermal and solar photovoltaic technologies were ruled out for Shelby County Courthouse based on the long payback. Renewable project paybacks will be reduced if financial incentive programs are available from the State of Illinois, Ameren or other entity. The Shelby County Courthouse has roof area available that could be devoted to solar technologies.

Water Use Efficiency

Consider the following for water use efficiency:

1. Low Flow toilets
2. Dual Flush Toilet Valves
3. Low Flow Shower Heads
4. Waterless Urinals
5. Automatic Faucets
6. Aerators on sink faucets

Operation and Maintenance

The following list notes activities that can be made in operation and maintenance procedures which will tend to improve energy efficiency -- directly or indirectly. These items were identified during the site survey in December of 2009.

1. A system to check steam traps on a routine basis should be set up and followed. Depending on trap type, failure rates of 5 to 20% can be anticipated.
2. Consider planting deciduous trees to shade the main entrance of the courthouse to reduce summer solar heat gain.

AC – Air conditioning
ACH – Air changes per hour
AFUE – Annual fuel utilization efficiency
ASHRAE – American Society of Heating, Refrigeration and Air-Conditioning Engineers
BAS – Building automation system
BTU – British thermal unit
CBECs – Commercial Buildings Energy Consumption Survey
CFM – Cubic feet per minute
COP – Coefficient of performance
CRI – Color rendering index
DCEO – Department of Commerce and Economic Opportunity
DSIRE – Database of State Incentives for Renewables and Efficiency
DWH – Domestic water heater
ECRM – Energy cost reduction measure
EEPS – Energy Efficient Portfolio Standard
EER – Energy efficiency ratio
ERV – Energy recovery ventilator
F – Fahrenheit
ft – Foot or feet
ft² – Square feet
fc – Foot candle
GHP – Geothermal heat pump
HP – Horsepower
HRV – Heat recovery ventilator
HSPF – Heating seasonal performance factor
HVAC – Heating, ventilating, and air conditioning
IRR – Internal rate of return
kW – Kilowatt, one thousand watts, a unit of power, or energy per unit time
kWh – Kilowatt-hours, one thousand watt-hours, a unit of energy
lm/W – Lumens per watt
LPD – Lighting power density

MM - Million
NPV – Net present value
OA – Outside air
PKG – Package
PSEEP – Public Sector Electric Efficiency Program
RPS – Renewable Portfolio Standard
RTU – Roof top unit
R-Value – A measure of the resistance of building materials to heat transfer
SEDAC – Smart Energy Design Assistance Center
SEER – Seasonal energy efficiency ratio
SHGC – Solar heat gain coefficient
T5 – A tubular fluorescent lamp 5/8 inch in diameter
T8 – A tubular fluorescent lamp 1 inch in diameter
T12 – A tubular fluorescent lamp 1½ inch in diameter
Therm – A unit of measure for natural gas equal to 100,000 BTUs or 100 Cubic Feet.
U-Factor – A factor expressing the ability of a material to transfer heat.
V- Volts
VFD – Variable frequency drive
W – Watts
yr – Year(s)

USER	Data From Bills & Equipment	Base Run	ECRM#5 Storm Windows	NR Storm Windows with Reflective Film	ECRM#6 Boiler system Efficiency Improvements	ECRM#7 Water Cooled Scroll AC	ECRM#8 Insulation in Attic	0.1 1.16	ECRM#11 5 degree setback or set-forward	INFO 1 degree adjustment
Lights	42,805	41,515	41,515	41,515	41,515	41,515	41,515		41,515	41,515
Miscellaneous	64,669	34,569	34,569	34,569	34,569	34,569	34,569		34,569	34,569
Fans & Pumps	20,000	36,139	32,724	23,069	32,724	32,724	30,515		25,394	27,027
COOLING	70,988	58,490	56,011	42,963	56,011	39,769	38,147		32,240	35,381
Compressor		51,389	49,116	37,493	49,116	30,824	29,760		25,350	27,496
Fan		5,674	5,445	4,133	5,445	4,607	4,290		3,543	4,033
Accessories		1,427	1,450	1,337	1,450	4,338	4,097		3,347	3,852
DHW	1000	NE	NE	NE	NE	NE	NE		NE	NE
HEATING										
boiler (therms)	15,254	15,409	12,019	13,576	9,245	9,245	7,795		6,498	7,073
Accessories		22,087	23,351	23,889	23,351	23,349	23,401		15,324	20,623
Summary										
Electric	199,462	194,441	188,170	166,005	188,170	171,926	168,147		148,521	159,113
Gas	15,254	15,409	12,019	13,576	9,245	9,245	7,795		6,498	7,073
Water (kgals)		105	104	104	104	270	266		206	241
kWh Savings			6,271	22,165	0	16,244	3,779		19,626	9,034
Therm Savings			3,390	-1,557	2,774	0	1,450		1,297	722
			6300	22200	0	16300	3800		19700	9100
			3400	-1550	2800	0	1450		1300	750
Dollar Savings			4559.5	410.38	3217.84	1624.4	2059.9		3467.12	1740.92
Dollar Savings			4574	422	3248	1630	2062		3478	1780

S P E C I F I C A T I O N S

FOR

**STORM WINDOWS FOR:
SHELBY COUNTY COURTHOUSE
SHELBYVILLE, ILLINOIS**

**Owner
SHELBY COUNTY BOARD
301 E. MAIN ST.
SHELBYVILLE, ILLINOIS 62565**

PROJECT NO. 10007

Plans & Specificatons

by

**PLG projects
1013 S. 19th Street
Mattoon, Illinois 61938
Phone (217) 235-4955
Fax (217) 235-4183**

**PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 3/22/16
PLG**

BID DATE: _____

SET NO. _____

**PLACE: Shelby County Courthouse
Courtroom "A" First Floor South Entrance
301 East Main Street
Shelbyville, IL 62565**

STOR_{IV} WINDOWS FOR:
SHELBY COUNTY COURTHOUSE
Shelbyville, Illinois

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DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS
Section 00030 – Advertisement for Bids

THE COUNTY BOARD FOR SHELBY COUNTY ILLINOIS, 301 East Main Street, Shelbyville, IL 62565 will receive sealed bids for material and labor required for **STORM WINDOWS FOR THE SHELBY COUNTY COURTHOUSE** according to drawings and specifications as prepared by PLG projects, Mattoon, Illinois until September 24, 2008, 2:00 p.m. at the Shelby County Courthouse, Courtroom “A” at which time and place all bids will be publicly opened and read aloud.

BID SECURITY

A Bid Bond or Certified Check made payable to the Owner in the amount of five percent (5%) of the bid shall be submitted with each bid as guarantee that the bid will not be withdrawn within thirty (30) days after the date of opening of bids, and that the successful bidder will enter into a Contract for the work awarded him.

The successful bidder will be required to furnish a satisfactory Performance Bond and a Labor and Material Payment Bond for the full amount of the bid accepted.

PREVAILING WAGE RATES

Contractors and Subcontractors shall be required to comply with the Prevailing Wage Rates as determined by the Illinois Department of Labor and adopted by the County.

PROPOSAL REJECTION AND IRREGULARITIES

The right is reserved by the Owner to reject any or all bids or waive any informality in any bid and to accept any bid considered advantageous to the Owner.

BID DOCUMENTS

Copies of the Drawings and Specifications may be obtained by Contractors from EZ Parcel Digital Printing, (Phone: 217/235-6400; Fax: 217/235-9444, 1312 Broadway Ave., Mattoon, Illinois for \$50.00 for each set.

END SECTION 00030

DIVISION 0 – BIDDING REQUIREMENTS
Section 00100 – Information to Bidders

Storm Windows for:
SHELBY COUNTY COURTHOUSE
301 East Main Street
Shelbyville, IL 62565

The following information is a brief descriptive outline of the construction project for the purpose of informing prospective bidders of the scope of work involved and the type of construction contained in the plans and specifications.

LOCATION OF PROJECT

The project location is on the North side of Main Street on the East side of town at 301 East Main Street, Shelbyville, IL 62565.

SCOPE AND DESCRIPTION OF PROJECT

The project involves supplying and the installation of exterior storm windows to fit historic profile of existing openings on the Shelby Co. Courthouse.

CONTRACTS

Bids will be taken and Contracts awarded as follows:

CONTRACT NO. 1 - General Construction Work.

VISITING THE SITE

No special arrangements are required to visit the site.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held on the following date and location, and all Bidders are requested to attend:

DATE: September 17, 2008
TIME: 2:00 p.m.
PLACE: Shelby County Courthouse
301 East Main Street
Shelbyville, IL 62565

Any changes, clarifications, etc, concerning the project or bid documents and resulting from the conference shall be outlined on an Addendum issued by the PLG projects.

The following persons shall be present:

- A. Owners Representatives
- B. PLG projects Representatives
- C. All prospective Bidders

DIVISION 0 – BIDDING REQUIREMENTS
Section 00100 – Information to Bidders

DRAWINGS AND SPECIFICATIONS

Copies of the drawings and specifications will be available at the Dodge Office in Springfield, Illinois and St Louis, Missouri; Peoria Contractors Association, Peoria, Illinois; Southern Illinois Builders Association, O'Fallon, Illinois and Marion, Illinois; and EZ Parcel Digital Printing, Mattoon, Illinois.

END SECTION 00100

DIVISION 0 – BIDDING REQUIREMENTS
Section 00200 – Instructions to Bidders

A. PREPARATION OF BID:

1. All bids must be submitted on the bid form contained herein.

TELEPHONE, TELEFAX, OR TELEGRAPH BIDS WILL NOT BE ACCEPTED.

B. DELIVERY OF BID:

All bids must be submitted in a sealed envelope addressed to:

**Shelby Co. Board
301 E. Main Street
Shelbyville, IL 62565**

On the outside of the envelope, in the lower left-hand corner must appear:

SEALED BID

Project: **SHELBY COUNTY COURTHOUSE #10007**

Bidder Name: _____

Bid Opening: **September 24, 2008**

C. BID SECURITY:

All bids shall be accompanied by a bid deposit in the form of a Bid Bond, bank draft, or cashier's check payable to the Owner in an amount equal to 5% of the bid.

Checks accompanying bids will be returned to all but the two (2) low Bidders within ten (10) days after bid opening. Checks of others will be returned upon execution of a Contract.

D. WITHDRAWAL OF BIDS:

A Bidder may change or withdraw a formal sealed bid prior to the bid closing time. Any changes or withdrawal, however, must be made only by letter or telegram. A telegram will be considered only if delivered in writing to the Owner prior to the bid closing time.

E. RESERVATION OF RIGHTS:

The Owner reserves the right to reject any or all bids, to waive informalities in the bids, and to accept the bid which it considers to be in the best interest of the Owner.

F. LAWS & REGULATIONS:

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Bidder's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees.

DIVISION 0 – BIDDING REQUIREMENTS
Section 00200 – Instructions to Bidders

Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

G. **RECORDS:**

The Contractor shall maintain, for a minimum of 5 years after the completion of the contract, 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, and the Contractor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

H. **OBLIGATION OF BIDDER:**

Each Bidder must inform himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provision of his Contract.

All work shall be conducted so as not to interfere with normal operations of the Owner.

At the time of the opening of bids each Bidder will be presumed to be thoroughly familiar with the plans and Contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any requirement nor allow any additional compensation because of his failure to thoroughly inform himself regarding all conditions involved in the performance of the work.

The Bidder must give complete specifications for any substitutions offered. All proposals shall be submitted without modification or reservations on the accompanying schedule of items and proposal form with each space properly filled in.

Any explanation or statement which the Bidder wishes to make must be placed in the same envelope and attached to the proposal. Unless the Bidder so indicates, it is understood that the Bidder has bid in strict accordance with the specifications and drawings and has made no substitutions.

I. **ALTERNATES:**

Manufacturer's trade names are used in specifications for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

Bidders bidding on other than the items specified must submit with their bid catalog cuts, pictorially portraying that on which they are bidding together with detailed specifications as an easy review to design and construction difference. All sizes of equipment must be as specified, and all pieces of equipment must include or have those features which are set forth in the specifications.

J. **FIRM QUOTATIONS:**

Prices quoted shall be firm for a period of thirty (30) days after date established for the opening of bids.

K. **SCOPE OF WORK:**

Furnish all labor and materials required to complete the project.

L. **INSURANCE:**

Storm Windows For:
SHELBY COUNTY COURTHOUSE
Shelbyville, Illinois

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PLG No. 10007

DIVISION 0 – BIDDING REQUIREMENTS
Section 00200 – Instructions to Bidders

Refer to Section 00600 – BONDS & INSURANCE.

M. SOCIAL SECURITY, UNEMPLOYMENT INSURANCE, ETC.:

The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance and other taxes imposed by the various governmental authorities and laws.

Sales Tax: This project is exempt from sales tax. The Owner will provide the Contractor with tax exempt identification number upon request.

N. ADDENDA & INTERPRETATIONS:

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. The Owner will not be responsible for any interpretation of the documents which any presumes to make on its behalf, other than written addenda signed by PLG projects. All correspondence must be addressed to the PLG projects.

The special attention of Bidders is directed to the fact that no claim for relief because of errors or omissions in the bidding will be considered; and bidders will be held strictly to the proposals submitted. Should a bidder find any discrepancies in, or omissions from, any of the documents to be in doubt as to the meanings, he shall advise PLG projects who will issue the necessary clarifications to all prospective bidders by means of addenda.

O. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed contract, the bidder shall furnish a surety bond or bonds in the amount of 100% of this Contract as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with the Contract, as specified in Section 00600 – BONDS & INSURANCE. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

P. POWER OF ATTORNEY:

Attorneys-in-fact who sign Contract bonds must have their signatures notarized and must file with each bond a certified and effectively dated copy of their power of attorney.

Q. POST-AWARD REQUIREMENTS:

Within ten (10) business days after notice of award, the Bidder shall furnish three (3) copies each of the following documents bearing original signatures.

1. Contract executed by Contractor
2. Performance Bond
3. Labor and Material Payment Bond
4. Certificate of Insurance

R. PAYMENTS TO CONTRACTOR:

Contractor shall submit an itemized Invoice of Payment supported by such substantiating data as the Owner shall require.

DIVISION 0 – BIDDING REQUIREMENTS
Section 00200 – Instructions to Bidders

S. **PREVAILING WAGES:**

All bidders must include paying prevailing wages to all workers, in accordance with the Illinois Department of Labor, Rules and Regulations and the Current Prevailing Wages Rate Table for Shelby County, Illinois.

- T. A site walk-through for all trades is scheduled for September 17, 2008 at 2:00 p.m. Attendance is not mandatory on this date; however, failure to visit the site does not relieve the contractor from any obligations and will not be the basis for any additional compensation.

END SECTION 00200

DIVISION 0 – BIDDING REQUIREMENTS
Section 00400 – Bid Form

Storm Windows For:
SHELBY COUNTY COURTHOUSE
301 East Main Street
Shelbyville, IL 62565

BID DATE: September 24, 2008
TIME: 2:00 p.m.
PLACE: Shelby County Courthouse
Courtroom "A" First floor
Shelbyville, IL 62565

PROJECT NO. 10007

BOARD MEMBERS:

Having carefully examined the General Conditions, Specifications, and Drawings for **STORM WINDOWS FOR THE SHELBY COUNTY COURTHOUSE, 301 EAST MAIN ST. SHELBYVILLE, IL 62565** as prepared by PLG projects, Mattoon, Illinois, the undersigned proposes to furnish all material, labor, and equipment according to said documents for:

BASE BID

CONTRACT NO. 1 - General Construction Work Complete, for the sum of:

_____ Dollars (\$ _____)

Enclosed herewith is Bid Bond/Cashiers Check in the amount of five percent (5%) of the Base bid as security that the Bid shall remain open for a period of thirty (30) days from the date of opening bids and that the undersigned will enter into a Contract with the Owner and furnish Performance Bond and Payment Bond, if the Bid is accepted.

No. of Calendar Days to Complete General Construction Work _____ Days	Company _____ (Seal)
	Address _____ _____
No. of Days to Start After Award of Contract. _____ Days	Signed _____ (Printed Name)
	Phone _____
	Fax _____

Receipt of the following Addendum is hereby acknowledged:

No. _____, No. _____, No. _____, No. _____, No. _____

END SECTION 00400

Storm Windows For:
SHELBY COUNTY COURTHOUSE
Shelbyville, Illinois

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PLG No. 10007

DIVISION 0 – BIDDING REQUIREMENTS
Section 00435 – Product Substitution List

PROPOSED PRODUCT SUBSTITUTION LIST

A. PRIOR TO BID OPENING:

1. PLG projects will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 10 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, PLG projects will issue an appropriate addendum not less than three calendar days prior to bid opening date.

B. WITH BID:

1. A bidder may propose substitutions with his bid by completing the Product Substitution List below.
2. The Base Bid and Alternate Bids shall include only those products specified in the Bidding Documents, or approved by addendum. Following is a list of substitute products which the Bidder proposes to furnish on this project, with the difference in price being added to, or deducted from, the Base Bid or Alternate bids.
3. The Owner will award a Contract based on the Base Bid and accepted Alternates. Any proposed product substitution listed below will be considered only after a Contract has been awarded, and will be processed by Change Order to the Contract.

C. PRODUCT SUBSTITUTION LIST:

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

END SECTION 00435

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00600 – Bonds & Insurance

A. BID DEPOSIT AND CONTRACT SECURITY

1. Each proposal submitted to the Owner at the time of Bidding must be accompanied by a Bid Bond or a Cashiers Check, payable to the order of the Owner, in the amount of five percent (5%) of the maximum bid price. This bid security will be held by the Owner for a period of thirty (30) days from the Bid Date. The bid security will be returned to the Bidders only after the Owner has executed a formal Contract with the successful bidder, or in the event all bids are rejected by the Owner.
2. Any bid not accompanied by a Bid Bond or a Cashiers Check will be considered irregular.
3. By making such Bid Deposit the Bidder shall agree that the proceeds thereof shall be retained as liquidated damages, and become the property of the Owner under conditions stipulated elsewhere in these General Conditions. See Paragraph “C” below.

B. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

1. Contractors shall be required to furnish, in duplicate, a Performance Bond and a Labor and Material Payment Bond in strict conformance to, and submitted on A.I.A. Document A-312 equal to the full amount of their Contract covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form as the Owner may prescribe and with such sureties as he may approve.
2. The Contractor’s Bonding Agency shall carry either a Rating of “A-VIII” on the AM Best Rating System or be able to show Comparable Financial Status and Bonding Volume. Acceptance of Bonding Agency qualification shall be approved by the Owner.
3. NOTE: This Performance Bond, and Labor and Material Payment Bond, shall be furnished and in effect before any work is started under this Contract.
4. The life of the Bond and guarantee shall extend twelve (12) months beyond the day on which final payment under the Contract falls due, or the date of which the Owner accepts the work as completed whichever comes first. If final acceptance is by mutual agreement, a proper date shall be determined.
5. If before the expiration of the twelve (12) month guarantee period, a Contractor has been notified by the Owner or PLG projects regarding any work to be completed or corrected, any unpaid bills presented to the Owner, or any other unfinished business, the expiration of the twelve (12) month period does not relieve the Contractor or his bondsmen of the proper execution of such items.
6. The Contractor or his bondsmen shall pay any lien or court costs and attorney's fee of the Owner, and cost that any creditor may incur in the forced collection of any just claim, and interest from date of filing lien until payment is made.
7. In the event the Contractors should default and it becomes necessary for the sureties to complete the Contract, the Owner and PLG projects reserves the right to approve all Contractors and Subcontracts obtained by the sureties.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00600 – Bonds & Insurance

8. The General Conditions of this Contract shall govern all issued, and any provisions of the bonds in conflict with these general conditions shall be waived.

C. FAILURE TO FURNISH PERFORMANCE BOND

1. Should the successful Bidder fail or refuse to sign a formal written Contract with the Owner, or fail or refuse to furnish a Performance Bond satisfactory to the Owner and PLG projects within ten (10) days after written notification of the acceptance of the proposal by the Owner, the Bidder will be considered to have abandoned the proposal. In such event the Owner shall retain all proceeds of the Bid Security (Bid Bond or Certified Check) in order to secure a "Successful Bidder". The term "Successful Bidder" shall be deemed to include any bidder whose proposal is accepted by the Owner.

D. INDEMNIFICATION AND INSURANCE

1. To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless PLG projects/Owner from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance of the Work, except to the extent that any such claims, damages, losses or expenses are caused by the negligence of the PLG projects/Owner. The General Contractor will defend any such claims against PLG projects/Owner by counsel reasonably satisfactory to PLG projects/Owner. This indemnification shall cover, without limitation, claims made under the Occupational Safety and Health Act of 1970 and any other law applicable to the Work.
2. The General Contractor shall obtain and maintain until completion of the Work general liability and workmen's compensation insurance, as well as any other type of insurance customarily obtained by construction companies for projects similar to the Work, from such carriers that are reasonably acceptable to PLG projects/Owner and in such amounts as are specified below. Said insurance shall cover (i) the indemnity obligations of the General Contractor set forth in the foregoing paragraph and (ii) the performance of the Work. The insurance shall, however, in no way be limited by any limitations set forth in the foregoing paragraph, nor any limitation placed on General Contractor's indemnity obligations as a matter of law. General Contractor shall cause PLG projects/Owner to be named as additional insureds on all of the above referenced policies.
3. The General Contractor shall furnish the PLG projects/Owner with certificates of insurance evidencing that such insurance is in force with companies acceptable to the PLG projects/Owner, and will continue in force until the completion of the Work, and if the General Contractor should sublet any of the Work to a third party, he agrees to see that the said third party shall carry insurance, as set forth above, and furnish the General Contractor with such certificates. Each certificate of insurance shall contain a clause to the effect that the policy shall not be subject to cancellation or reduction of amounts of coverage without ten days prior written notice to the PLG projects/Owner.
 - a. Insurance Requirements:
 - i. Workers Compensation Insurance shall not be written for less than the statutory limits and shall include Employers Liability Insurance as outlined below.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00600 – Bonds & Insurance

aa. Limits

Statutory Workers Compensation including occupational diseases
\$500,000 Employers Liability, each occurrence and aggregate

bb. Special Provisions

Must comply with Workers Compensation Laws of Illinois
Must contain a “Voluntary Compensation” endorsement
Must contain a Waiver of Subrogation in favor of the Owner/ PLG projects.

ii. Comprehensive General Liability Insurance (including limited form contractual liability and completed operations, explosion, collapse and underground hazards), covering personal injury, bodily injury and property damage as outlined below.

aa. Limits

\$2,000,000 general aggregate
\$1,000,000 products and completed operations aggregate
\$500,000 personal injury and advertising injury
\$1,000,000 each occurrence
\$100,000 fire legal

bb. Special Provisions

PLG projects/Owner must be named as an additional insured on a primary basis
Any “fellow employee” exclusions must be deleted
Any exclusion for contractual liability must be deleted
Any exclusions for explosion, collapse or underground hazard must be deleted
Coverage must be maintained for final payment
Must contain a Waiver of Subrogation in favor of the PLG projects/Owner
Policy must be endorsed to reflect coverage form found in ISO Form CG2010 or company’s equivalent

iii. Comprehensive Automobile Liability Insurance shall be acquired by the General Contractor and maintained throughout the term of this Agreement, to cover owned automobiles, automobiles under a long-term lease, hired automobiles, employers non-ownership liability, medical payments and uninsured motorists.

aa. Limits

\$1,000,000 combined single limit –or-
\$500,000 bodily injury per person
\$500,000 bodily injury per occurrence
\$500,000 property damage per occurrence

bb. Any “fellow employee” exclusions must be deleted

iv. Umbrella or excess liability insurance applying to the above shall be as follows:

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00600 – Bonds & Insurance

aa. Limits

\$1,000,000 excess over primary insurance
Retention for self-insured hazards – none or \$10,000

bb. Special Provisions

Coverage must be no less than primary
PLG projects/Owner must be named as an additional insured on a primary basis

E. LIABILITY INSURANCE FOR OWNER & ARCHITECT

1. The Contractor shall purchase and maintain public liability insurance naming the Owner and PLG projects and their agents and employees as insured with respect to any claim that may be made against the Owner and PLG projects or their agents and employees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense shall be covered by such insurance only if (a) it is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not the claimant contends that the Owner or PLG projects or their agents or employees are in part negligent or otherwise legally culpable with regard to the loss.
2. Such insurance shall provide a defense for the Owner and PLG projects and their agents and employers, including the cost of defense counsel and other expenses of litigation.
3. The insurance required under this Paragraph shall not extend to the liability of PLG projects, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by PLG projects, as agents or employees, provided that such directions or instructions or omitted directions or instructions are such as may be given only by PLG projects, structural engineer or civil engineer, licensed under the laws of the State wherein the Work is performed.
4. Principal Contractors shall carry the insurance of their Subcontractors or see to it that their Subcontractors are carrying their own insurance in the amounts as stated above.
5. This insurance shall cover all Contracts and any extra work connected with the construction of this Project.
6. Contractors shall instruct their Insurance Companies to supply PLG projects and the Owner with Certificates of Insurance showing that such insurance is kept in force until completion of the Contract. These Certificates of Insurance shall be provided before Contractors start any work under this Contract.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00600 – Bonds & Insurance

F. BUILDERS RISK INSURANCE (Owner)

1. Immediately after the signing of construction contracts or at such time as construction materials become situated upon the construction site or sites, the Owner will effect and maintain upon the entire structure on which work of this Contract is to be done, and upon all materials, on or adjacent thereto, intended for use thereon, to 100 percent of the insurable value thereof, an All-Risk Coverage Insurance Policy.
2. This insurance will not cover Contractor's equipment, tools, or storage sheds and temporary buildings.
3. Any loss is to be made adjustable with and payable to, the Owner, Contractors, Subcontractors, and Material Dealers as their interests may appear at the time of loss.
4. The Owner, Contractor, and all Subcontractors waive all rights of action, each against the others, for damages caused by fire or other perils covered by insurance provided for under the terms of this Contract, except such rights as they may have to the proceeds of insurance held by the Owner as trustee.

END SECTION 00600

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00700 – General Conditions - Referenced

A. AIA DOCUMENTS

1. The specifications contained in the Project Manual and the accompanying drawings shall be subject to all the requirements of 2007 Document A201, GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION, most recent addition.
2. Copies of this document are available through the offices of PLG projects.
3. 2007 Document A101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR is to be considered part of these specifications.

END SECTION 00700

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00800 – Supplementary General Conditions

PART 1 – GENERAL

1.01 A.I.A. GENERAL CONDITIONS

- A. The Supplemental General Conditions apply to all Contractors and Subcontractors on the job. These specifications and the accompanying drawings shall be subject to all of the requirements of the Standard Form Document A201, "General Conditions of the Contract for the Construction of Buildings" most recent Edition issued by the American Institute of Architects, Washington, DC. A copy may be obtained from the Office of the Architect.

1.02 DEFINITIONS

- A. Where the term "Owner" is used throughout these specifications same shall mean **THE SHELBY COUNTY BOARD**.
- B. Where the term "Architect" is used, it shall refer to Hance, Utz & Associates, Architects, Mattoon, Illinois, his duly appointed representative; or any other Architect employed by the Owner.
- C. Where the term "Contractor", "Prime Contractor", or "Principal Contractor" is used, it refers to anyone having a Principal Contract with the Owner.
- D. Where the term "Subcontractor" is used, it refers to anyone having a Contract for labor or material with any of the Principal or Prime Contractor on the job.

1.03 BIDDER'S QUALIFICATIONS

- A. The Owner reserves the right to require from the bidder, prior to the awarding of the Contract, a detailed statement regarding the business, technical organization, and plant of the bidder that is available for the work that is contemplated. Information pertaining to financial projects may also be requested.
- B. Any bidder may be required by the Owner to submit additional data to satisfy the Owner that such bidder is equipped and prepared to fulfill a Contract should a Contract be awarded to him.
- C. The competency and responsibility of bidder and of their proposed Subcontracts will be considered in making awards. The Owner does not obligate himself to accept the lowest or any other proposal.

1.04 THEFT, ETC.

- A. The Contractors shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract does not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00800 – Supplementary General Conditions

1.05 ROYALTIES AND PATENT INFRINGEMENT

- A. The Contractor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

1.06 SOCIAL SECURITY, UNEMPLOYMENT INSURANCE & SALES TAX

- A. The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.
- B. This project is exempt from sales tax. The Owner will provide the Contractor with tax exempt identification number upon request.

1.07 MATERIAL AND WORKMANSHIP

- A. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, does not conform with these specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner

1.08 EXAMINATION OF PREMISES

- A. Before submitting proposals for this work, each bidder will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this Contract.
- B. No allowance will be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part. The Contractor agrees to accept the existing conditions as found at the time of signing of Contract.

1.09 VISITING THE SITE

- A. Each bidder is required to visit the site and examine it as stipulated above. The bidder must check into the Circuit Clerks office, located on the third floor, before inspecting the premises.

1.10 AREAS, QUANTITIES AND MEASUREMENTS

- A. The Contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this Contract. No extra charge or compensation shall be allowed the Contractor for any error or negligence on his part. The Contractor shall visit the job site and acquaint himself with all conditions concerning this work.

1.11 PERMITS

- A. The Owner will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00800 – Supplementary General Conditions

1.12 CLEANING OF GROUNDS AND BUILDINGS

- A. At the completion of the project and before final acceptance by the Owner, the area shall be cleared of all rubbish, materials, and debris which accumulate during the process of work under this Contract. The construction area shall be left broom clean. Remove all spills and splatters from the building surfaces. See "Summary – Construction Procedures", Section 01100 of the Specifications.

1.13 SUBCONTRACTORS

- A. The Principal Contractors shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- C. The Owner or Architect assumes no responsibility for the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Principal Contractors.

1.14 PATCHING

- A. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.

1.15 OTHER WORK NOT IN CONTRACT

- A. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

1.16 EXTRAS AND CHANGES

- A. Should any extra work or changes be required during the work, the Owner and Contractor conferring through the Architect, shall agree upon the price for such extra work or changes and the Architect shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
- B. Extra work or changes shall be submitted to Architect for evaluation and shall include the following information:
 - 1. Description of work, i.e.: repair/replace (quantity) of (specified item) by (what) method, @ (where) location.
 - 2. Material List (Quantity & description w/itemized costs)
 - 3. Estimated number of labor hours (subject to change) with a projected cost per hour.
 - 4. Taxes and insurance if applicable
 - 5. Overhead and Profit

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00800 – Supplementary General Conditions

6. Justification for any change in Contract Schedule

C. No payment shall be made for extra work or materials unless a formal written change order is issued by the Architect.

1.17 CORRECTION OF WORK AFTER FINAL PAYMENT

A. Neither the final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship discovered to be not as specified or shown on the Drawings.

B. The Contractor shall remedy any defects due thereto, and pay for, any damages to other work resulting therefrom, which shall appear within a period of one year from the date of acceptance.

C. The Owner shall give notice of observed defects with reasonable promptness. The Architect shall judge the defects as to maintenance, workmanship, or material defects.

D. All questions arising under this article shall be decided by the Architect subject to arbitration.

1.18 LOCAL LABOR

A. It is the desire of the Owner that the Contractors make use of all local labor, material, insurance, etc., if possible, as long as it does not work a hardship on the Contractors.

1.19 PRECEDENCE OF DOCUMENTS

A. The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contracts:

1. Agreement
2. General Conditions of the Contract
3. Any Valid Building Code
4. Specifications
5. Full Sized Detail Drawings
6. Large Scale Drawings
7. General Drawings

1.20 PROTECTION OF GENERAL PUBLIC

A. All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00800 – Supplementary General Conditions

- B. The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

1.21 GUARANTEE & WARRANTIES

- A. Prime Contractors shall guarantee their work and the work of their Subcontractors for a period of one year, unless stipulated for a longer period of time under specific sections of the specifications.
- B. Warranty period begins on the date of which final payment under the Contract falls due, or the date of which the Owner accepts the work as completed whichever comes first. If final acceptance is by mutual agreement of the Owner and Contractor prior to the date of final payment, then an AIA Substantial Completion Form G704-2000 will be processed
- C. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Architect before final payment can be approved.

1.22 SHOP DRAWINGS

- A. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in quintuplicate (5 copies). Before submitting the shop drawings, the Contractor shall check same against project conditions which may vary from dimensions on the Architect's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- B. The Principal Contractor and his Subcontractor shall submit Shop Drawings to Architect.
- C. The Architect and Engineers will review shop drawings to see that they conform to the original drawings and specifications, and will endeavor to correct errors, but it shall be the responsibility of the Contractors to see that work complies with the Contract Documents, and fits to project conditions and to materials installed later. Contractor shall be responsible for dimensions and quantities.

1.23 SUPERINTENDENT

- A. The General Contractor shall keep a capable superintendent on the job at all times when major work is in progress. This Superintendent shall lay out all work required under the Contract and also assist other Contractors in laying out and planning their work.
- B. The Contractors, or his Superintendent, shall also notify other Contractors when it will be necessary to install certain work and take complete responsibility for co-ordination of construction.

END SECTION 00800

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00810 – Prevailing Wage Requirement

PART 1 – GENERAL

1.01 PREVAILING WAGE POLICY

- A. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
- B. All Contractors and Subcontractors shall comply with the following and any later amendments thereto:
 - 1. "Illinois Statutes, as amended by Act approved August 8, 1961, (SB No. 250) (Rev. State Chap. 48, Sec. 39S-1 et.seq.) declared to be the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any and all public bodies engaged in public works, exclusive of maintenance work."
 - 2. Contractors shall have the responsibility of complying with all aspects of the Prevailing Wage Policy.
- C. The following are the Prevailing Wage Rates as established by Shelby County at the time of Contract Document Release. Contractors shall have the responsibility of obtaining Wage Determinations each month during the course of this project and shall make wage rate adjustments in salaries paid to employees in accordance to the latest wage determination released.

END SECTION 00810

*Prevailing Wage
to be inserted.*

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00820 – Contracts & Proposals

PART 1 – GENERAL

1.01 CONTRACTS

- A. Bids will be taken and Contracts awarded as follows:
 - 1. Contract No. 1 – General Construction Work Complete
- B. Bidders shall submit proposals on the Contracts as listed above. Any bid which deviates from the Contracts as listed will be considered irregular. See Section 00200 – Instruction to Bidders.

1.02 SUBMITTING PROPOSALS

- A. Proposals must be submitted on the form furnished and shall not contain any qualifications or recapitulation of the work to be done.
- B. All proposals shall be submitted in sealed envelopes, identified with the name of the project, job number, the date of the bid opening, and the name of the Bidder, addressed to the Owner.
- C. Bids received by "FAX" transmission will be rejected. All Bids must be sealed and delivered to the designated bid opening place.
- D. Proposals shall be signed in the Firm or Corporate Name of the Bidder and shall bear the signature of the individual or individuals authorized to execute Contracts on behalf of the Bidder.
- E. Where proposals are signed by an agent of the bidder, evidence of this authority to act as the bidder's agent shall accompany the proposal. The name of each person signing the proposal shall be typed or printed below his signature.
- F. Telegraphic modifications to the bid will be considered only if received prior to the time stated for the opening of bids, and provided "Bid Modification" is incorporated in the address so that the modification will be recognized to prevent its being opened prior to the scheduled opening of other bids. Bidders are also cautioned that in case of a modification involving an increase, the certified check or other form of bid deposit must be ample or be increased to cover the new total, or it will be necessary to reject the entire bid. Telephonic or oral modifications will not be considered.
- G. Any bidder may withdraw his bid by letter or telegram, or with proper identification by personally securing his bid proposal at any time prior to the scheduled time for the opening of bids. Telephonic requests to withdraw a bid will not be considered.
- H. The Owner reserves the right to reject any or all bids or any part thereof; to waive any informalities in the bidding, and to accept the bid or bids deemed most favorable to the interest of the Owner.

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00820 – Contracts & Proposals

- I. Interpretation of the Contract Documents prior to the Bid Opening date will be made only by an addendum duly issued by the PLG projects, and any explanations or interpretations not so made will not be binding upon PLG projects or the Owner. Acknowledgment of receipt of addenda by bidders shall be made in spaces provided in the bid Form.

END SECTION 00820

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00830 – Application for Payment & Lien Waivers

PART 1 – GENERAL

1.01 PAYMENTS

- A. The Owner will make payment on account of the Contract as follows:
- B. At regular monthly intervals the Contractor shall be paid ninety percent of the value, based on the Contract price of labor and material incorporated in the work up to ten days prior to the monthly payment date,, less the aggregate of all previous payments. These estimates must be received by PLG projects for approval at least 10 days prior to the regular payment date.
- C. Schedule of Values:
 - 1. Submit Schedule of Values to PLG projects at least ten (10) days prior to submitting first application for payment. Use Schedule of Values as only basis for payment.
 - 2. Itemize separate line item cost for each major division of work, using specifications Table of Contents as basis for format for listing cost of work. List all major subcontracts and subcontractors.
- D. Payment for materials properly stored in warehouses off the premises will be made if such materials are fully insured and the Contractors furnish the Owner with a Certificate from the Insurance Company stating that such insurance is in full force, and that should any loss occur the Owner will receive full payment for such loss or damage.
- E. Payment made during construction shall be understood to be payments on account of the Contract and do not imply the full acceptance of any materials or work listed on the monthly estimate form.
- F. At such time when the building is substantially completed, immediately prior to performing the "Punch List", and provided PLG projects so certifies, the payments may be increased to ninety-five percent of the value incorporated in the Project.
- G. Contractor's Request for Payment and Schedule of Values shall be submitted on the following form:
 - 1. AIA Document G702 - Application and Certificate for Payment and
 - 2. AIA Document G703 - Continuation Sheet
- H. All forms must be typed and all sections of the forms completed.
- I. All forms must have ORIGINAL SIGNATURE and be NOTARIZED.

1.02 PAYMENTS WITHHELD

- A. PLG projects or the Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of:

DIVISION 0 – CONTRACTING REQUIREMENTS
Section 00830 – Application for Payment & Lien Waivers

1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payment properly to Subcontractors for materials and/or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
- B. When the above grounds are removed, payment will be made for the amounts withheld because of them.
- C. Should the Contractor fail to perform any work according to the drawings and specifications, or should he refuse to correct any work not done according to the drawings and specifications, the Owner may, after having given the Contractor ten days written notice, construct such work or make repairs necessary to meet the requirements of the Contract. The cost of such work shall be deducted from the final payment due the Contractor.

1.03 LIEN WAIVERS

- A. Before final payment, the Contractor shall submit Lien Waivers marked "FINAL" from all Subcontractors and Material Suppliers covering all labor and materials furnished on the job. All Lien Waivers shall have ORIGINAL SIGNATURES and be NOTARIZED.
- B. If any Lien or unpaid bills should be presented to the Owner after full payment has been made to a Contractor, the Contractor or his bondsmen shall refund to the Owner all the money the latter may be compelled to pay in discharging such obligations, including all court costs and reasonable attorney's fees.
- C. During the course of construction if there should be any doubt regarding whether or not the Contractor has been paying his bills or subcontractors promptly or if the owner must meet certain funding requirements for waivers of lien, then partial lien waivers may be requested and shall be submitted.

END SECTION 00830

DIVISION 1 – GENERAL REQUIREMENTS
Section 01100 – Summary – Construction Procedures

PART 1 – GENERAL

1.01 SCOPE OF REQUIREMENTS

- A. The purpose of this section is to outline basic requirements concerning the construction project which all Contractors are required to comply with.

1.02 COMMENCEMENT AND COMPLETION DATE

- A. All work on this project shall be started immediately after Contracts are awarded and shall be completed as soon as possible thereafter.

1.03 COORDINATION WITH OWNER

- A. The existing building will be occupied by the Owner during all phases of construction. It shall be the Contractors responsibility to coordinate the work with the Owner to maintain access to the building during normal office hours, and to minimize conflict with the Owners schedule.
- B. Where remodeling occurs within the occupied area the Contractor shall arrange with the Owner to vacate the work area during the remodeling phase.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. The General Contractor on this project regardless of whether he has a Contract for the General Construction or complete Construction Work shall have the responsibility of coordinating and directing the work. This shall include the scheduling and/or co-ordination of all other Prime Contractors having a contract with the Owner and shall include assistance to these Contractors in the layout of their work when it must be coordinated with work the General Contractor is performing. The General Contractor shall include the cost of performing this co-ordination in his Bid.
- B. The remaining Prime Contractors and Subcontractors on the project will be charged with scheduling their own work so that it can be coordinated with the General Contractors schedule. They shall give the General Contractor their full co-operation.

1.05 PRE-CONSTRUCTION MEETING

- A. A pre-construction meeting will be held prior to beginning of work at the time and place designated by PLG projects, but not later than 10 days after date of signing of Contracts.
- B. Representatives of the Owner, PLG projects, Contractor, and major subcontractors shall be present.
- C. The following shall serve as a minimum agenda:
 - 1. Tentative construction schedule.
 - 2. Location of field office, storage areas, etc.
 - 3. Designation of responsible personnel.
 - 4. Processing of field decisions and Change Orders.
 - 5. Processing of Shop Drawings.

DIVISION 1 – GENERAL REQUIREMENTS
Section 01100 – Summary – Construction Procedures

6. Processing of Contractor's Payments.

1.06 UTILITY SERVICE DISRUPTION

- A. When it is necessary to disrupt the existing mechanical and electrical services in the building for the purpose of altering or making connections, the Contractor involved shall contact the Building Officials and arrive at a definite time period for performing this work. Service disruptions shall be planned to minimize the length of time that utilities are out of service.
- B. If it becomes necessary to perform certain work after normal working hours, then the Contractor involved shall be responsible for paying the cost of all overtime or premium time for labor required to perform the work.

1.07 BUILDING PROTECTION

- A. The Contractor shall be responsible for protecting the existing building and contents from damage from any cause as a result of work to be performed under this Contract. Any damaged areas or contents shall be repaired or replaced to equal the original condition of the damaged area or contents.
- B. All damaged areas or contents shall be repaired or replaced at the Contractor's expense and to the satisfaction of the Owner and PLG projects.

1.08 SITE PROTECTION

- A. The Contractor shall be responsible for protecting the site from damage from any cause as a result of work to be performed under this Contract. Any damaged areas, including yard areas and plants, walks, steps, paved areas, etc., shall be repaired or replaced to equal the original condition of the damaged areas.
- B. All damaged areas shall be repaired at the Contractor's expense and to the satisfaction of the Owner and PLG projects.

1.09 MATERIAL STORAGE

- A. The Owner will allocate certain areas of the site for the purpose of storing materials and equipment and locating Contractor's temporary office. The Contractor shall contact the Owner before any materials are situated in the building or on the site and determine a general plan for storing materials.

1.10 CLEANING OF GROUNDS & BUILDING

- A. The building and site shall be maintained free of unnecessary debris and clutter during all phases of construction.
- B. At the completion of the project and before final acceptance by the Owner, the building and site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.

DIVISION 1 – GENERAL REQUIREMENTS
Section 01100 – Summary – Construction Procedures

- C. All building surfaces affected by work under this Contract shall be cleaned by sweeping, vacuuming, or washing as required to leave the surfaces dust free. Remove all spills and splatters from building surfaces.
- D. The General Contractor shall be responsible for final cleaning as follows:
 - a. Wash all glass, on exterior & interior, and aluminum surfaces.
 - b. Wall surfaces, doors, etc., shall be dust free.

1.11 CUTTING AND PATCHING

- A. Each Contractor shall perform all cutting and patching as required to install his work. Cutting and patching of existing construction shall be neatly and carefully done in order to be as inconspicuous as possible.
- B. All openings left by removal of existing materials, and/or equipment shall be patched to match adjacent construction.

1.12 "AS-BUILT" DRAWINGS

- A. The Contractor shall, during the progress of the work, record any and all changes or deviations from the original drawings and layout of the work and record critical dimensions of buried or concealed work. At the completion of the project the Contractor shall deliver to PLG projects one ink-on-blueline marked up set of "As-Built" drawings. As-Built drawings shall be provided by all Prime Contractors.

END SECTION 01100

DIVISION 1 – GENERAL REQUIREMENTS
Section 01400 – Quality Requirements – Regulatory Requirements

PART 1 – GENERAL

1.01 REQUIREMENTS

- A. All Contractors shall comply with all laws, rules and regulations governing the work under this Contract.
- B. Should the Contractor observe anything in the contract documents that is contrary to any code requirement, he shall notify PLG projects immediately in writing. The Architect shall issue all changes required to correct the variance, and be responsible for code interpretations.

1.02 DEFINITIONS, ABBREVIATIONS & STANDARDS

A. Definitions:

- 1. Codes: Codes are rules, regulations or statutory requirements of government agencies.
- 2. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

B. Codes:

- 1. NFPA National Fire Protection Agency
- 2. BOCA National Building Code
- 3. BOCA National Mechanical Code
- 4. NEC National Electric Code
- 5. Illinois State Plumbing Code
- 6. Illinois Accessibility Code
- 7. IECC International Energy Conservation Code

B. Standards:

- 1. ANSI American National Standards Institute.
- 2. ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers.
- 3. ASTM American Society for Testing and Materials
- 4. IEPA Illinois Environmental Protection Agency
- 5. NFPA National Fire Protection Agency
- 6. UL Underwriters Laboratories, Inc.

DIVISION 1 – GENERAL REQUIREMENTS
Section 01400 – Quality Requirements – Regulatory Requirements

- D. PLG projects may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

1.03 OCCUPATIONAL SAFETY AND HEALTH

- A. It shall be each Contractor's responsibility to comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970.

1.04 FAIR EMPLOYMENT PRACTICES

- A. All Contractors agree that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961, as amended, be committed by the said Contractor.

END SECTION 01400

DIVISION 1 – GENERAL REQUIREMENTS
Section 01500 – Temporary Facilities & Controls

PART 1 – GENERAL

1.01 TEMPORARY ELECTRICAL ENERGY

- A. Temporary electrical energy for operation of tools and temporary lighting during construction may be obtained from the existing electrical system. Contractors shall provide their own distribution wiring. All equipment and wiring shall conform to prevailing code requirements for safety.
- B. General Contractor shall provide temporary lighting as may be required during construction.

1.02 WATER FOR CONSTRUCTION WORK

- A. Water for construction purposes is available at the site, and shall be paid for by the Owner. Contractors shall arrange for their own distribution. Temporary distribution apparatus shall not be allowed to interfere with normal functions of the Owner.

1.03 TEMPORARY SANITARY FACILITIES

- A. Toilet facilities in the existing building may be used by Contractor's personnel during performance of the work. Coordinate the use of existing toilet facilities with the building officials.
- B. Maintain toilet facilities used by Contractor's personnel in a clean and sanitary condition.

1.04 PERMANENT POWER AND FUEL

- A. The Owner will pay for all electrical energy consumed in the permanent electrical system after system is installed and available for use.

1.05 TEMPORARY OFFICE, STORAGE SHEDS AND TELEPHONE

- A. The General Contractor shall be responsible for providing a comfortable and clean office for use by all Contractors and Subcontractors on the job, and suitable space for storage of materials to be used by himself and his Subcontractors.
- B. The General Contractor shall have a telephone installed in his Office and shall pay for original installation and all monthly local and toll charges.
- C. Contractors for the mechanical trades shall provide storage space for their material as needed.
- D. All temporary buildings shall remain the property of the Contractor, and upon completion of the job, shall be removed from the premises.

END SECTION 01500

DIVISION 7 – THERMAL & MOISTURE PROTECTION
Section 07920 – Sealants & Caulking

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The work required under this section includes the furnishing of all labor, material, equipment, and services as necessary to complete all caulking work as shown on the drawings and as herein specified.

1.02 SUBMITTALS

- A. Prior to installing caulking materials the Contractor shall submit five (5) copies of all product literature to PLG projects for review. Literature shall include specific information on all components, including manufacturers installation instructions and warranties.

1.03 GUARANTEE

- A. This Contractor shall guarantee all caulking work for a period of one (1) year from date of acceptance against any faulty workmanship of faulty materials, and shall make good any failure at his own expense. The following type of failures will be adjudged defective work: leakage, hardening, cracking, crumbling, melting, shrinking, or running of caulking compound, or staining of adjacent work by the caulking compound.

PART 2 – PRODUCTS

2.01 EXTERIOR CAULKING MATERIALS

- A. Caulking sealant shall be a "Dymonic" low modulus polyurethane as manufactured by Tremco Mfg. Co., Cleveland, Ohio or equal.
- B. Joint backing where required shall be a closed cell non-staining polyethylene in round or rectangular shape as appropriate. Tremco Joint Backing, or equal.
- C. Caulking shall match color of adjacent material where caulking is required. Colors to be selected by PLG projects.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Building joints shall be examined prior to application, and any conditions detrimental to achieving a positive weathertight seal shall be corrected by the General Contractor.
- B. All joints and openings to be sealed shall be thoroughly clean, dry, and free from dust, oil, grease, loose mortar, or any other foreign matter.
- C. Where joints are deeper than ½" polyethylene joint backing shall be packed into the joint to within ½" of the surface.

DIVISION 7 – THERMAL & MOISTURE PROTECTION
Section 07920 – Sealants & Caulking

- D. Surfaces with protective coatings with which the sealant will come in contact, such as new aluminum, shall be wiped with a solvent to remove any oil deposit on the metal surface.
- E. Masonry joint surfaces shall be wire brushed and air blown clean before caulking.

3.02 APPLICATION

- A. Sealant shall be applied through a nozzle opening of such diameter so that the full bead of sealant is gunned into the joint and filling the joint completely. A superficial or skin bead will not be acceptable.
- B. All beads shall be tooled immediately after application to insure firm full contact with the inner faces of the joint. Excess material shall be struck off with a tooling stick or knife.
- C. Remove all excess materials and smears adjacent to the joint as work progresses.
- D. Caulk around all windows, doors, louvers, or other places where different materials joint and there would be infiltration of air or water.
- E. Caulk all expansion and/or control joints where indicated on the drawings.
- F. All materials shall be used in accordance with the manufacturer's printed instructions.

END SECTION 07920

DIVISION 8 – WINDOWS
Section 08580 – Storm Windows

PART 1 GENERAL

1.00 SCOPE

- A. This is a high performance aluminum storm window Specification. The Specification provides the Bidders with rigid standards for product materials, workmanship and performance that must be complied with in every respect.
- B. It is the intent of this Specification to provide the Owner with proper product materials, workmanship, design, application, performance, installation and warranty coverage. The Specification describes specific test requirements, system performance, quality assurance tests, and product material requirements required to meet the Owner's desired quality level.

1.01 WORK INCLUDED

- A. Furnish and install high performance aluminum storm windows, complete with hardware, and related components as shown in drawings and specified in this Section.
- B. This is a historically significant project. The details, shown on the drawings, maintain the sightlines and historic aesthetics of the original architecture. Deviations from the details shall not be permitted.
- C. All storm windows are to be Mon-Ray Series 500 as manufactured by Mon-Ray, Inc. Refer to drawings for window type. No substitutions.

1.02 REFERENCES

- A. ANSI/AAMA 1002.10-93 "Voluntary Specifications for Insulating Storm Products for Windows and Sliding Glass Doors"
- B. ASTM E 283 "Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors"
- C. ASTM E 330 "Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference"
- D. ASTM E 331 "Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Air Pressure Difference"
- E. AAMA 502 "Voluntary Specification for Field Testing of Windows and Sliding Glass Doors"
- F. ASTM E 90 "Laboratory Measurement of Airborne Sound Transmission of Building Partitions"
- G. ASTM E 413 "Determination of Sound Transmission Class (STC)"

1.03 SYSTEM PERFORMANCE

- A. Test Unit Size: Test units shall be the sizes listed below. Sill of the test buck shall have a 13 degree slope to the exterior. (See Appendix "A" for test buck details)
 - 1. Fixed panel and removable panel storm windows: 4'0" wide x 4'0" high
 - 2. Horizontal sliding storm windows: 6'0" wide x 4'0" high
 - 3. Vertical sliding storm windows: 3' 8" wide x 5' 2" high

DIVISION 8 –WINDOWS
Section 08580 – Storm Windows

- B. Air Leakage Test: The storm window shall be subjected to an air leakage test in accordance with ASTM-E 283. Window units tested by an Independent Laboratory shall be glazed with 1/8" clear annealed glass. Air leakage shall meet the following performance requirements.
1. Air leakage for fixed panel storm windows shall not exceed 0.15 CFM per square foot of window area at both a positive (infiltration) and negative (exfiltration) static pressure of 1.56 PSF at 25 mph wind. Weep holes shall not be sealed during the air leakage test.
 2. With the storm sash in the closed position, air leakage in removable panel, horizontal and vertical sliding windows shall not exceed 0.50 CFM per lineal foot of sash crack at both positive and negative static pressure 1.56 PSF at 25 mph wind . Weep holes shall not be sealed during the air leakage test.
- C. Uniform Structural Load Test: With storm sash in the closed position, the window shall be tested in accordance with ASTM E 330. Windows must meet wind load requirements for building height in 80 MPH wind zone, based on location in Basic Wind Speed map. (ANSI/AAMA 1002.10-93)
1. For fixed panel, removable panel, horizontal and vertical sliding storm windows, each load shall be maintained for 10 seconds. At the conclusion of the test, there shall be no glass breakage, damage to fasteners or hardware or any other damage causing the storm window to be inoperable.
- D. Water Resistance Test: With storm sash in the closed position, the window shall be subjected to a water resistance test in accordance with ASTM E 331. When a positive static pressure of:
1. 3.5 PSF at 37 mph wind = Class 35 has been stabilized, 5 gallons of water per hour per square foot of window area shall be applied to the exterior face of the window, for a continuous period of 3 minutes. No water shall run over the interior edge of the sloped test buck sill.
- E. Concentrated Load and Glass Adherence Tests: A concentrated load equal to the weight of the sash, but not less than 15 pounds, acting parallel to the plane of the glass in a direction tending to pull the sash rails off the glass and applied alternately for three minutes at the center of all sash rails of the glazed sash shall not cause the sash rails to deflect more than 1/8" each.
- F. Safety Drop Test: When the glazed lower sash of a vertical sliding storm window is allowed to "free fall" the maximum distance provided for by the latch positions, it shall automatically stop every two inches in the next lower latch position.
- G. Glass and Screen Insert Squareness Test: Take a measurement of the distance between diagonally opposite pairs of corners of an insert with a steel rule. The difference between these measurements shall not be more than 1/4".
- H. Acoustical Performance: An acoustical test report shall state that the secondary glazing window to be furnished has been tested by it self in accordance with ASTM E90-90. The STC rating of the storm window shall be no less than 29 when glazed with 1/8" clear float glass, 30 when glazed with 3/16" clear float glass and 32 when glazed with clear 1/4" laminated (1/8" - .03 - 1/8") glass.

DIVISION 8 – WINDOWS
Section 08580 – Storm Windows

1.04 SUBMITTALS

NOTE: All submittals shall be made to the Owner and/or the Owner's Representative.

- A. Shop Drawings: Submit drawings, Three (3) copies for approval. Include full-scale details showing dimensions, relationships to construction of adjacent work, component anchorage, type of caulking, window locations, installation methods and installation materials. Dimensions of all windows and components will be the responsibility of the successful Bidder.
- B. Samples:
 - 1. Color Samples: Submit Three (3) color samples 2" x 3" of actual finish (to match existing) on aluminum sheet listing manufacturer, type and color name and codes of paint finish for approval. Signed acceptance of approval must be obtained prior to fabrication.
 - 2. Product Samples: Furnish One (1) assembled fixed removable window unit 18" wide x 26" high, replicating a typical round top opening, complete with 3/16" glass, One (1) integral horizontal mullion, with round top head design, perimeter expanders, all fasteners, hardware and accessory items. Unit to be installed in a wood buck representing this project's specific installation method. Signed acceptance of approval must be obtained prior to fabrication.
 - 3. Glass Samples: Submit Two (2) 6" x 6" pieces of each type of specified glass being used. Signed acceptance of approval must be obtained prior to fabrication.
- C. Test Reports: Submit Certified Independent Laboratory Test Reports verifying windows meet the specified requirements for air leakage, water resistance, uniform structural load, deglazing and sound transmission.
- D. Certificates: Furnish an affidavit, in triplicate, from the Window Manufacturer, certifying that materials used on this Project conform to these Specifications and are identical in all appropriate respects to the storm windows identified in the Independent Laboratory Test Reports.

1.05 QUALITY ASSURANCE

- A. Qualifications: Fabrication shall be by a Window Manufacturer who can furnish evidence to the Owner that it is, and has been for not less than five (5) consecutive years, regularly engaged in the manufacturing of aluminum window units similar in design and performance to those specified for this Project.
- B. Reference Lists:
 - 1. The Bidder shall furnish with its bid a Reference List from the Window Manufacturer containing not less than ten (10) completed projects with window units of similar to the window units specified for this Project. At least five (5) of the referenced projects shall be at least three (3) years old. Also requested, is a list of three (3) projects, where the work consists of refurbishing similar aged models of those being bid.
 - 2. As part of the bid evaluation to determine life cycle cost and best value for the Owner, consideration will be given as to age, longevity, performance and extended

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product life of these installations. The Reference List shall include the name, address and phone number of the project, and the date the project was completed.

3. The contractor performing the installation or any of his sub-contractors being used to perform the installation, must furnish a list of at least five (5) projects similar in scope to this project with the bid.
4. The Owner or Owner's Representative has the right to deem the bidder as "non-responsible" or "non-qualified", if the above requested reference lists are not submitted with the bid and/or based upon inspection of any projects performed by the bidder as a contractor, sub-contractor or manufacturer, if the products or workmanship is determined to be unacceptable by the Owner or Owner's Representative.

C. Manufacturer's Certification of Installers

1. All personnel engaged in the installation of the windows shall satisfactorily complete the Manufacturer's installation training program conducted by the Manufacturer's representative, on site, prior to commencing with the installation of the windows for the project.

D. Pre-award Installation and testing:

1. After the bids have been received and opened, but prior to the official award of the contract, the Owner may request the apparent low responsible bidder(s) meeting the specifications and having furnished and received acceptable review of all submittal items to provide a complete installation of one (1) window as specified in the location noted on plans. Window mock-up to be completed within Forty Five (45) days of the request for the mock-up installation. The cost of this mock up shall be the responsibility of the bidder and if the mock-up, when completed, is acceptable, this mock-up can be incorporated as part of the completed project and invoiced as such. The accepted and approved mock-up installation will serve as the basis for the level of quality, method and appearance of subsequent windows to be installed.
 - a. This mock-up window and installation shall be for the review of the product and installation. The Owner, at his discretion, may have the window tested by an Independent Test laboratory to verify compliance of the product to these Specifications. If the window fails to meet the performance requirements or comply with any other items within this specification, the Bidder shall be removed from consideration for award, and the next lowest qualified responsible Bidder by rank will be requested to install a complete mock-up installation for review and testing as described above, and so on. Modifications to mock-up windows shall not be permitted, unless approved by the Owner, and will be the responsibility of the Bidder. Owner shall pay the cost for any pre-award testing, by an Independent Laboratory.

- E. Post Installation Field Testing: Window field-testing shall be in accordance with AAMA 502-90 using Test Method A. After installation and before final payment, Two (2) storm window units may be randomly selected by the Owner and subjected to air leakage and water resistance tests. Air leakage and water resistance test results shall meet the specified requirements. If any randomly tested storm window fails, the Successful Bidder shall, at no cost to the Owner make

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necessary corrections until satisfactory results are achieved and make corrections, required repairs or replacements to all other storm window units installed as part of this Project.

1. All costs associated with the Post Installation Field Testing and required repairs or replacements shall be borne by the Successful Bidder. These tests may be performed either by the Window Manufacturer's technical service personnel, using accurately calibrated and approved air leakage testing equipment, or an approved Independent Test Laboratory. All tests shall be conducted in the presence of the Owner or the Owner's Representative.

1.06 WARRANTY

- A. Product Warranty: The successful Bidder shall furnish a positively written, non-prorated and fully transferable warranty from the Window Manufacturer against defects in materials and workmanship of the storm window units, under normal use, for a period of ten (10) years from the date of acceptance of the installed storm window units by the Owner. The warranty shall state that the Window Manufacturer shall provide all materials required to repair or replace defective materials or workmanship. The warranty shall further state that parts used to manufacture the storm window units, or suitable replacements, shall be available throughout the warranty period.
- B. Installation Warranty: The Successful Bidder shall furnish a written warranty against defects in the installation workmanship and materials for a period of three (3) years from the date of acceptance by the Owner. Installation warranty work will be performed at no cost to the Owner.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Mon-Ray, Inc. (Manufacturer of Mon-Ray 500 Series Windows)

801 Boone Ave North
Minneapolis, MN 55427-4713
Phone: 800-544-3646 Fax: 763-546-8977
www.monray.com

- B. Or approved equal.

2.02 MATERIALS

- A. Aluminum: All frame, sash and screen members shall be accurately extruded aluminum prime alloy 6063-T6. The minimum nominal wall thickness of all frame, sash, expanders and panning members shall not be less than 0.050".
- B. Glazing: NOTE: All glazing material shall be factory glazed into the factory assembled sash units. The glazing material shall be glazed into the sash with a one-piece, continuous wrap-around flexible vinyl glazing channel around the entire perimeter of the glass pane. All corners shall be secured and neatly tucked.

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- a. Glass: Standard glazing for fixed panel, removable panel, horizontal and vertical sliding storm windows shall be factory glazed with 1/8" clear tempered float glass or 1/8" bronze tempered float glass as indicated on plans. Verification of safety glazing shall be clearly, correctly and permanently labeled on glass. All glass shall be factory washed.
- C. Weather-Strip: All weather-strip in fixed removable panels shall be 1/2" x 1/8" santoprene extruded vinyl bulb gasket that is integrally attached without adhesives or fasteners into mating extruded pocket on extruded aluminum sash member. This gasket is to encompass the complete sash perimeter with no gaps at the corners and completely engage contact to 5/8" wide leg on panel frame when sash is installed. All weather-strip in operable double hung and sliding windows shall be silicone treated, UV stabilized polypropylene pile with an integral polypropylene fin running through the center. Weather-stripping shall be bonded to a non-shrinking backing, which shall slide into extruded ports in the aluminum storm frame.
- D. Vinyl Track: All operating windows shall incorporate a vinyl track to eliminate metal-to-metal contact and reduce operating force. See operation below.
- E. Screens: Where indicated on plans, furnish screens. All screens shall be constructed of extruded 6063 T6 tempered tubular aluminum with a nominal wall thickness of 0.055". Mitered corner shall be joined neatly by means of solid T6 tempered aluminum corner gussets, securely peened within the screen frame extrusion. The screen cloth shall be fiberglass 18 x 14 mesh in a charcoal color. NOTE: Fiberglass 18 x 16 mesh shall not be acceptable. Screen cloth to be secured into screen frame with a vinyl spline. The screen inserts, if removed, will not affect the operation, efficiency or performance requirements of the storm window. Screen frame members are to be "pre-bowed" outward from screen cloth to add rigidity to frame, prevent sagging of cloth, maintain straight lines and contact with the window frames and prevent "bowing" away from window frames. Screens, for removable panels windows, shall be 13/16" x 7/8" and fit into frame in the same manner as the sash inserts and utilize the same fasteners. Screens for horizontal and vertical sliding storm windows shall be 7/8" x 3/8" and mounted in the exterior sash track of the storm frame, adjacent to and in the same plane as the stationary sash.

2.03 WINDOW TYPE AND OPERATION

- A. Type: Where indicated on plans, windows shall be removable panel, horizontal sliding or vertical sliding aluminum storm windows with a frame depth of 7/8". All glass sash and screen inserts of operable windows shall be easily removable to the interior or to the exterior when installed over inoperable prime windows as indicated on plans. Removable panels to be removed to the exterior for cleaning and maintenance. The entire storm window shall be designed and constructed in a manner that allows for easy replacement of all parts, hardware and weather-stripping.
- B. Non-operating Sash: All removable panels shall be held in place by an extruded aluminum turn button fastened with a #6 x 1" round head stainless steel screw finished to match window. Non-operating sash of horizontal and vertical sliding storm windows shall slide into an extruded weather-stripped sash pocket. Vertical non-operating sash shall be securely supported by two high impact nylon support blocks anchored into the storm window frame by non-magnetic stainless steel screws.
- C. Operation: Operating sash and frame shall have a two-track, self-storing sash and screen design. Operating surfaces to be completely separated from metal-to-metal contact. All horizontal sliding sash shall operate smoothly in a weather tight vinyl track. The vinyl track for vertical

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Section 08580 – Storm Windows

sliding sash, with spring-loaded pin-locks, shall provide a “ratchet action” design with automatic ventilation settings every two (2) inches. In the closed and fully open positions the operating sash shall lock in non-ratcheted, secure holes. The pin-locks shall engage automatically into predetermined ventilating positions processed into each of the side storm frames to prevent the “free-falling” of the sash yet allow for operating the sash once open without requiring engaging the pin-locks. The vinyl tracks shall be secured into the storm frame through the use of extruded ports. Four-Lite units shall include extruded adaptors at upper two meeting rails to provide a weather-stripped head pocket for sash below.

2.04 HARDWARE

- A. All assembly and installation fasteners and screws incorporated in the storm window units and accessory items shall be non-magnetic, stainless steel. All hardware parts shall be of aluminum, stainless steel, nylon, or other non-corrosive materials compatible with aluminum. NOTE: Wrought metal or plastic parts shall not be acceptable.
- B. All vertical sliding sash shall be equipped with two spring loaded stainless steel pin-lock assemblies. The pin-lock assemblies shall be located at the lower corners of the operating sash and automatically engage at each ventilation setting. Each pin-lock assembly shall consist of:
- C. One (1) stainless steel plunger with a diameter of 3/16” and 2” length for sash up to 30” wide or 3/16” diameter and 5” length for sash over 30” wide; One (1) stainless steel knurl knob threaded into the plunger and extending 1/2” to the interior of the sash rail to allow for a firm and easy finger grip; One (1) stainless steel compression spring. The spring and the plunger shall be concealed in an extruded channel within the sash rails to prevent moisture, dirt and debris from collecting and affecting the operation of the pin-lock assembly. Top two sash inserts, in Four-Lite units to include pin-lock assemblies to secure sash in place and prevent free fall during removal for maintenance and cleaning.

2.05 FABRICATION

- A. Frame and Sash Construction:

NOTE: Regarding Special Shapes and Radius Head Designs. All window frames and sash, including all accessory items such as expanders, glass etc., shall be roll formed and or stretch formed prior to fabrication to match the existing window opening. The margins between the existing opening and storm window frame, expanders, and sash shall be uniform and to the dimensions and tolerances listed and shown on the plans. Note: Kerf cut processing and other cut out methods will not be allowed.

- 1. Frame: All aluminum head, jamb and sill members for the master frame and all frame expanders shall have a minimum wall thickness of 0.050”. All members to be extruded 6063-T6 aluminum assembled in a secure and workman like manner to assure lasting weather resistant construction. Frame joints shall be butt-type, neatly joined and secured by means of non-magnetic stainless steel screws anchored into integral screw ports. Vinyl weather-stripping and tracks shall be shaded from direct sunlight by the frame and sash members. The storm window shall be mounted by using four adjustable extruded expanders, which securely slide over the master frame. The expanders will allow a hairline fit to the surrounding window casing while allowing the frame with in the expanders to be squared independent of the opening. The expanders shall have a tapered profile to allow space for a concealed sealant joint at the full perimeter of the opening. All installation holes shall be

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pre-drilled the manufacturer. Frame tolerances are to be fabricated to within 1/16” of the opening size.

2. Sash: All sash members shall be extruded 6063-T6 aluminum with a minimum wall thickness of 0.055”. Mitered corners shall be joined by non-magnetic stainless steel screws, in removable panel sash, and corner keys in operating sash, securely peened on the inside of the sash insert. All sharp corners of the sash shall be deburred and smoothed. Sash meeting rails shall interlock in the closed position. All removable panels and operating sash shall have a full-length extruded lift handle as part of the sash rail. The lift handle shall project 7/16”, to the removable side to allow adequate area to maintain a sure finger grip. NOTE: Weather-stripping applied to or installed on side rails operating sash will not be permitted.
3. Weep System: The sill expander shall have a minimum of two weep holes, uniformly positioned to allow for water to weep to the exterior of the storm window unit.

2.06 FINISHES

A. Painted Finish:

1. Finish all exposed areas of aluminum windows and components with a factory applied spray coating in accordance with Aluminum Association Designation:

<u>*Description</u>	<u>AA Designation</u>	<u>AAMA Guide Specification</u>
Kynar based 70% resin	AA-M12-C41-RX1	AAMA 2605

2. Color to be “Gun Metal Gray” and match existing windows. Furnish color samples for approval per submittals.

2.07 ACCESSORIES

NOTE: All accessory items are required to match the dimensions and profiles as detailed in the plans.

- A. Mullions and Transoms: Where two or more storm window frames adjoin each other horizontally or vertically, mullion or transom panning covers shall be used. Mull and transom covers shall incorporate a port for weather-sealing at the exterior.
- B. F-channel Expanders: (Optional) Where project conditions warrant or thermal separation is desired, an F-channel expander is available. This expander installs on the same fashion as the U-channel expander, but has a 1/2” leg for anchorage.
- C. H-mulls: (Optional) This accessory allows two or more storm windows or panels to be installed either horizontally or vertically in a single opening.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Bidders are expected to visit the job-site and make a complete survey of the Project prior to bid. All storm window openings shall be measured by the Bidder for proper sizing of the new storm windows. Failure to do so will not relieve the Successful Bidder from the need to furnish any and all materials, which may be required, in accordance with the Specifications, without any additional cost to the Owner.

DIVISION 8 –WINDOWS

Section 08580 – Storm Windows

- B. Inspect openings before installation to assure surfaces are clean and dry. Verify that Storm opening and masonry openings are correct and the sill is level.

3.02 PREPARATION

- A. Remove new storm window units from crating and packaging material. Verify that all parts and accessories are included. All storm window units and accessories shall be securely stored, upright and protected from the weather.
- B. Scrape and remove existing sealant from the opening that will interfere with the installation of new storm windows.
- C. Install only aluminum tubing or preservative treated lumber, as required, for all blocking. All blocking shall be the full length of the head, jambs and sill.

3.03 INSTALLATION

- A. Remove excess dirt & wipe off frame & glass of interior and exterior side of existing windows before installation of storm windows.
- B. Personnel certified as having satisfactorily completed Manufacturer's installation training shall install storm windows. All materials are to be installed in strict accordance with the Manufacturer's instructions and Shop Drawings and all items within this specification.
- C. Plumb and align storm window faces in a single plane with the existing window. Erect storm windows and accessories, square and true, within 1/16" diagonal tolerance, using shims, blocking and anchors to maintain a permanent position.
- D. Anchors should be not less than #8 non-magnetic, stainless steel screws. The length of the installation screws shall allow a minimum of one half (1/2) inch to penetrate into the window frame or blocking. Anchors must be adequate to handle thermal and building movement, and specified uniform load requirements.
- E. Caulking shall be a one part non-sag polyurethane sealant (Type II Class A).

3.04 ADJUST AND CLEAN

- A. Operate installed storm windows to assure a proper installation has occurred. Make any appropriate adjustments.
- B. Remove excess sealant, dirt, window labels and wipe dust off frame and glass interior & exterior of storm windows.

END SECTION 08580

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The work required under this section includes the furnishing of all labor, material, equipment, and services as necessary to complete all items of painting as shown on the drawings and as herein specified.

1.02 SUBMITTALS

- A. Prior to installation the Contractor shall submit five (5) copies of manufacturers product literature and color charts to PLG projects for review.

1.03 GENERAL REQUIREMENTS

- A. The following specifications cover the complete painting and finishing of all components associated with the storm window material. Any items not specifically mentioned shall be finished as directed.
- B. The Painting Contractor shall supply all labor, materials, tools, ladders, scaffolding, and other equipment necessary for the completion of this work.
- C. The Painting Contractor shall examine the specifications for the various other trades and shall thoroughly familiarize himself with all their provisions regarding their painting. All surfaces that are left unfinished by the requirements of other specifications shall be painted or finished as a part of this Contract.
- D. The Painting Contractor shall be responsible for inspecting the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition or finished by customary cleaning, sanding, and puttying operations, the Painting Contractor shall immediately notify PLG projects, in writing, or assume responsibility for and rectify any unsatisfactory finish resulting.

1.04 WORKMANSHIP

- A. Paint materials shall be applied by brush, roller, or airless spray only. No other method of application will be accepted.
- B. The workmanship shall be of the very best; all materials evenly spread and flowed on without runs or sags. Only skilled mechanics shall be employed.
- C. All surfaces to be painted shall be dry and cleaned of all loose dirt and dust before painting is started.
- D. All coats shall be thoroughly dry before applying succeeding coats. Tint each coat sufficiently so as to distinguish layer difference.
- E. Tops, bottoms, and edges of all doors shall be finished same as the balance of the doors after they are fitted by the Carpenter.

DIVISION 9 – FINISH

Section 09910 – Painting

- F. The Painting Contractor shall not only protect his work at all times but shall also protect all adjacent work and materials by suitable coverage or other method during the progress of his work.
- G. Upon completion of the work remove all paint and varnish spots from the floors, glass, and other surfaces.
- H. Remove from the premises all rubbish and accumulated materials not caused by other trades and leave the work in a clean and acceptable condition.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The types of paints, varnishes, enamels, and similar materials listed in this Specification are taken from the Pratt & Lambert Catalog, unless otherwise noted. Smith-Alsop, Dutch Boy, Sherwin Williams, MAB, Pittsburgh, and Glidden Paints are also acceptable.
- B. Only materials of the best quality of their respective kinds shall be used.
- C. All materials shall be delivered to the site in the original containers with seals unbroken and labels intact.
- D. All materials shall be used only as specified by the manufacturer's directions as labeled on the containers.

PART 3 – EXECUTION

- A. Exterior hardware, and items of exposed steel, shall receive the following:
(P & L Spec. #41.1)
 - 1. Sand surfaces and clean with solvent.
 - 2. Primer: One coat Rust Inhibiting Primer.
 - 3. Finish: Two coats Effecto Semi-Gloss Enamel.

END SECTION 09910

2010-14
RESOLUTION

WHEREAS, the statutes of the State of Illinois provide that appointments of trustees of the fire districts shall be made by the Chairman of the County Board, with the advice and consent of the Board; and,


WHEREAS, the County Board has been advised that the Chairman of the Board desires to appoint the following individual, to-wit; Robert D. Vathauer, who is qualified to hold the office of Trustee of the Moweaqua Community Fire Protection District, and that the said is to be appointed for a term of office expiring on the first Monday in May 2013; and,

WHEREAS, the Board does approve such appointment of Robert D. Vathauer as Trustee of the Moweaqua Community Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED, that Robert D. Vathauer be appointed to the office of Trustee of the Moweaqua Community Fire Protection District for a term of office expiring on the first Monday in May 2013.

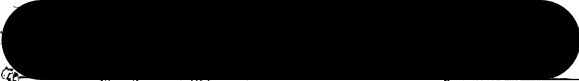
BE IT FURTHER RESOLVED, that the appointee shall obtain the approval of the Chairman of the County Board of a Bond with appropriate surety in the amount of \$2,000.

PRESENTED, ADOPTED AND RECORDED this 14th day of April, 2010.

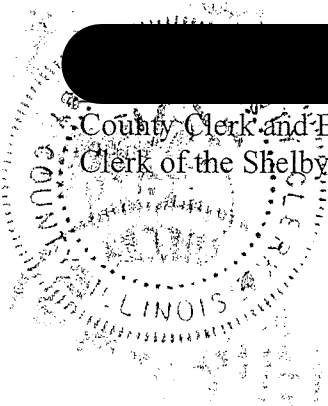


Chairman, Shelby County Board
Shelby County, Illinois

ATTEST:



County Clerk and Ex-Officio
Clerk of the Shelby County Board




2010-15
RESOLUTION

This matter coming on to be heard upon the application of GEORGE A. NUXOLL to be appointed as Trustee of the Sigel Fire Protection District to fill the vacancy created by the expiration of his term on the first Monday in May, 2010, and the County Board of Shelby County, Illinois, having been fully advised in the premises:


IT IS HEREBY RESOLVED:

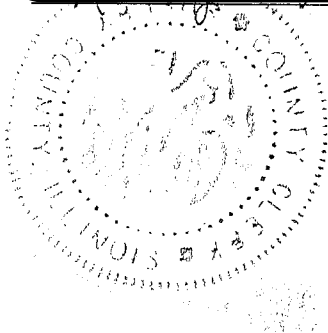
- A. That George A. Nuxoll be appointed as Trustee of the Sigel Fire Protection District for the term expiring the first Monday in May, 2013.
- B. That bond be set at \$2,000.00.
- C. That this appointment shall be effective on April 14, 2010, or upon filing of the bond, whichever last occurs.



President, County Board of
Shelby County, Illinois

ATTEST:





STATE OF ILLINOIS)
COUNTY OF SHELBY)

BEFORE THE MEMBERS OF
THE COUNTY BOARD
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF THE SIGEL)
FIRE PROTECTION DISTRICT,)
A MUNICIPAL CORPORATION)

OATH OF TRUSTEE

TRUSTEE, GEORGE A. NUXOLL, being first duly sworn on his oath according to law,
states as follows:

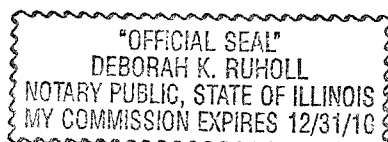
That this affiant, GEORGE A. NUXOLL, is a Trustee of the Sigel Fire Protection District, a municipal corporation, organized and existing under the laws of the State of Illinois, and that this affiant was duly and regularly appointed by the appropriate appointing authority as set out in Illinois Compiled Statutes, Chapter 70, Section 705/4, as a Trustee of the said District on the 14th day of April, 2010, to fill the term expiring on the first Monday in May, 2010, and that in accordance with these statutes of the State of Illinois I am to serve for a period of three (3) years or until my successor is appointed and qualifies.

That the undersigned, GEORGE A. NUXOLL, will well and truly and faithfully do and perform each and all of the acts that are required of him to do and perform under the law and to the very best of his ability as Trustee of the Sigel Fire Protection District, a municipal corporation.


George A. Nuxoll, Trustee of the
Sigel Fire Protection District,
a Municipal Corporation

Subscribed and sworn to before me
this 7th day of April, 2010.


Notary Public



STATE OF ILLINOIS
COUNTY OF SHELBY

)

BEFORE THE MEMBERS OF
THE COUNTY BOARD
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF THE SIGEL
FIRE PROTECTION DISTRICT,
A MUNICIPAL CORPORATION


)
)


BOND OF TRUSTEE


KNOW ALL MEN BY THESE PRESENTS that we, GEORGE A. NUXOLL, as principal, and THOMAS DETERS and ROBERT HOENE, as sureties, are each firmly bound unto the People of the State of Illinois for the use and benefit of the Sigel Fire Protection District in the penal sum of Two Thousand Dollars (\$2,000.00) lawful money of the United States of America, for the payment of which said sum we do each hereby bind ourselves, our heirs, executors and administrators and assigns individually and jointly by these presents.

The condition of this obligation is such that if the said GEORGE A. NUXOLL, trustee of the Sigel Fire Protection District, a municipal corporation, shall well and truly discharge each and all of the duties of his office as a trustee of the Sigel Fire Protection District in accordance with law, and does each and every act which may be required of him as such trustee by any order of court or by the Statutes of the State of Illinois in such case made and provided, then this obligation shall be void, otherwise this bond is to remain in full force and effect.

IN WITNESS WHEREOF, each of us have hereunto affixed our hands and seals on this 7th day of April, 2010.

 (SEAL)
George A. Nuxoll, Principal

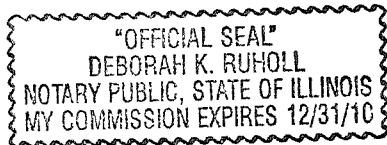
 (SEAL)
Thomas Deters, Surety

 (SEAL)
Robert Hoene, Surety

STATE OF ILLINOIS)
)
COUNTY OF EFFINGHAM) SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that GEORGE A. NUXOLL, as principal, and THOMAS DETERS and ROBERT HOENE, as sureties, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.


Given under my hand and official seal this 7th day of April, 2010.




Notary Public

CERTIFICATE

I, Kathy A. Rantz, the duly elected Clerk of Shelby County, Illinois, do hereby certify that the foregoing is a true and correct copy of the Resolution of the County Board of Shelby County, Illinois, passed in regular session on April 14, 2010.


County Clerk



2010-16

RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE TOWER HILL FIRE PROTECTION DISTRICT

WHEREAS, the TOWER HILL FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district contained entirely within the County of Shelby, State of Illinois, but not wholly within a single township or municipality, and

WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, there have been trustees appointed for the said fire protection district and the present term of ROBERT AMLING will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and

WHEREAS, the said TRUSTEE has consented to serve another term as trustee, and


WHEREAS, the Chairman of the County Board has appointed ROBERT AMLING to serve a full three year term as trustee commencing the first Monday in May, 2010, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

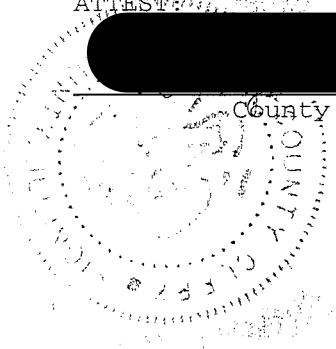
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of ROBERT AMLING to serve as Trustee for the TOWER HILL Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of April, 2010.


Chairman, Shelby County Board

ATTEST


County Clerk



APPOINTMENT OF TRUSTEE FOR
THE TOWER HILL FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (3), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint ROBERT AMLING as Trustee for the **TOWER HILL FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2010, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of April 2010



Chairman, Shelby County Board


IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
THE TOWER HILL FIRE PROTECTION DIST) NO. 85-MC-1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that ROBERT AMLING was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE TOWER HILL FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2010, and that said appointment was approved by the County Board of Shelby County on the 14th day of April, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of April, 2010.


County Clerk



IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
TOWER HILL FIRE PROTECTION) No. 85-MC-1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, ROBERT AMLING
as Principal, and ROBER PAULEY and FLOYD HINTON
as sureties, of the County of Shelby and State of Illinois,
are bound to the People of the State of Illinois in the penal sum of Five
Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of TOWER HILL FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 12 day of APRIL, 2010.

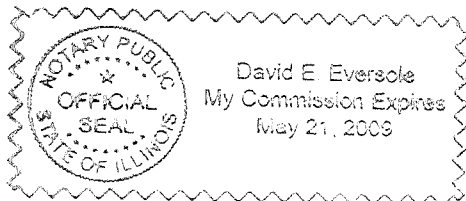
[Redacted Signature]
Principal
[Redacted Signature]
Surety
[Redacted Signature]
Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that ROBERT AMLING and
ROBER PAULEY and FLOYD HINTON,
personally known to me to be the same persons whose names are subscribed to
the fore-going instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of
APRIL, 2010.

[Redacted Signature]
Notary Public



OATH OF OFFICE

I, ROBERT AMLING, do solemnly swear that I will faithfully perform the duties of a Trustee of the TOWER HILL Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

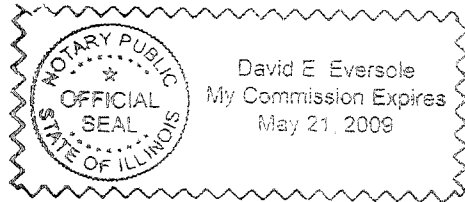
DATED this 17 day of APRIL, 2010.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 17 day of APRIL, 2010.

[Redacted Signature]

Notary Public



BOND APPROVED

[Redacted Signature]

Chairman, Shelby County Board

2010-17
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE WINDSOR FIRE PROTECTION DISTRICT

WHEREAS, the WINDSOR FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Moultrie, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4)(B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, there have been trustees appointed for the said fire protection district and the present term of JAMES B. HOOTEN will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and

WHEREAS, the said trustee has consented to serve another term as trustee, and

WHEREAS, the Chairman of the County Board has appointed JAMES B. HOOTEN to serve a full three year term as trustee commencing the first Monday in May, 2010, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,


NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of JAMES B. HOOTEN to serve as Trustee for the WINDSOR Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of April, 2010.

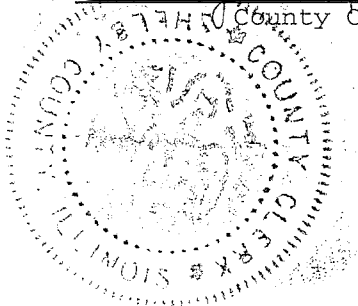


Chairman, Shelby County Board

ATTEST:



County Clerk




IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
THE WINDSOR FIRE PROTECTION DIST) NO. 65-15

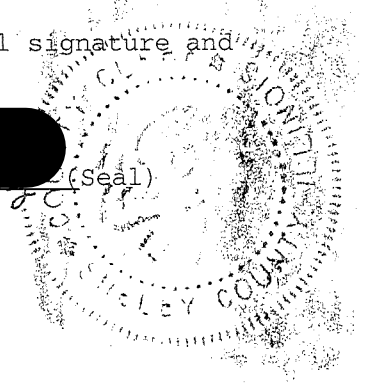
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that JAMES B. HOOTEN was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE WINDSOR FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2010, and that said appointment was approved by the County Board of Shelby County on the 14th day of April, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of April, 2010.



County Clerk



APPOINTMENT OF TRUSTEE FOR
THE WINDSOR FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4)(B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint JAMES B. HOOTEN as Trustee for the **WINDSOR FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2010, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of April 2010


Chairman, Shelby County Board

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF)
WINDSOR FIRE PROTECTION) No. 65-15
DISTRICT)


TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS, that we, JAMES B. HOOTEN
as Principal, and Tim Bennett and Jeff Gannaway
as sureties, of the County of Shelby and State of Illinois, are bound to the
People of the State of Illinois in the penal sum of Five Hundred Dollars
(\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of WINDSOR FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 5 day of April, 2010



Principal


Surety


Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that JAMES B. HOOTEN
and Tim Bennett and Jeff Gannaway
_____, personally known to me to be the same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of
April, 2010.



Notary Public

OFFICIAL SEAL
LINDA L. VORIS
Notary Public - State of Illinois
My Commission Expires Jun 29, 2013

OFFICIAL SEAL
LINDA L. VORIS
Notary Public - State of Illinois
My Commission Expires Jun 29, 2013

OATH OF OFFICE

I, JAMES B. HOOTEN, do solemnly swear that I will faithfully perform the duties of a Trustee of the WINDSOR Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

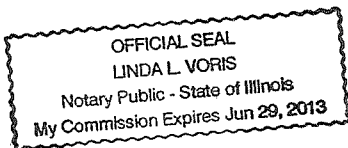
DATED this 5th day of April, 2010.

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me this 5th day of April, 2010.

[Redacted Signature]

Notary Public



BOND APPROVED [Redacted Signature]
Chairman, Shelby County Board

2010-18
RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE STEWARDSON FIRE PROTECTION DISTRICT

WHEREAS, the STEWARDSON FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Effingham, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4)(B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, there have been trustees appointed for the said fire protection district and the present term of GEORGE CONDER will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and

WHEREAS, the said trustee has consented to serve another term as trustee, and

WHEREAS, the Chairman of the County Board has appointed GEORGE CONDER to serve a full three year term as trustee commencing the first Monday in May, 2010, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

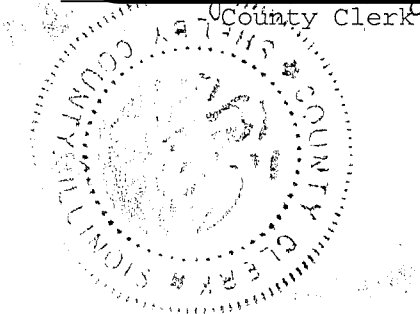
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of GEORGE CONDER to serve as Trustee for the STEWARDSON Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of April, 2010.


Chairman, Shelby County Board

ATTEST:


County Clerk



IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
THE STEWARDSON FIRE PROTECTION DIST) NO. 66-17

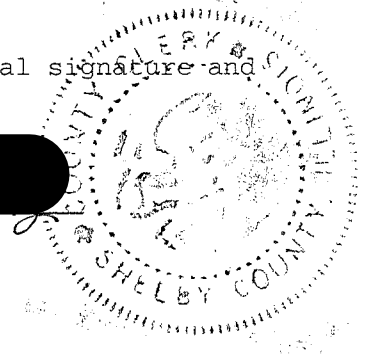
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that GEORGE CONDER was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE STEWARDSON FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2010, and that said appointment was approved by the County Board of Shelby County on the 14th day of April, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of April, 2010.




County Clerk



APPOINTMENT OF TRUSTEE FOR
THE STEWARDSON FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4)(B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint GEORGE CONDER as Trustee for the **STEWARDSON FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2010, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of April 2010



Chairman, Shelby County Board

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS


IN THE MATTER OF)
STEWARDSON FIRE PROTECTION) No. 66-17
DISTRICT)


TRUSTEE'S BOND


KNOW ALL MEN BY THESE PRESENTS, that we, GEORGE CONDER as Principal,
and SHARON DEVORE and K. BEITZ as sureties,
of the County of Shelby and State of Illinois, are bound to the People of the
State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal,
who has been appointed a member of the Board of Trustees of STEWARDSON FIRE
PROTECTION DISTRICT, faithfully discharges the duties of his office according
to law and does all acts which at any time may be required of him by law, then
this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 2 day of April, 2010



Principal



Surety


Surety

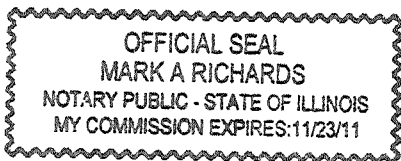
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that GEORGE CONDER and _____
SHARON DEVORE and K. BEITZ, personally
known to me to be the same persons whose names are subscribed to the fore-
going instrument, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their free and
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2 day of
April, 2010.



Notary Public



OATH OF OFFICE

I, GEORGE CONDER, do solemnly swear that I will faithfully perform the duties of a Trustee of the STEWARDSON Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 2 day of Apr., 2010

[Redacted Signature]

SUBSCRIBED AND SWORN TO before me
this 2 day of Apr., 2010

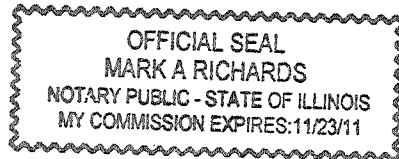
[Redacted Signature]

Notary Public

[Redacted Signature]

BOND APPROVED

Chairman, ~~Shelby~~ County Board



2010-19

RESOLUTION APPROVING THE RE-APPOINTMENT OF TRUSTEE
FOR THE HERRICK FIRE PROTECTION DISTRICT

WHEREAS, the HERRICK FIRE PROTECTION DISTRICT is a duly organized and operating fire protection district located within the Counties of Shelby and Fayette, State of Illinois, each with a population of less than three million and

WHEREAS, 70 ILCS 705/4 (4)(B), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and


WHEREAS, there have been trustees appointed for the said fire protection district and the present term of KENNETH BARR will expire on the first Monday in May, OF THIS YEAR, and it is necessary to appoint a successor, and

WHEREAS, the said trustee has consented to serve another term as trustee, and


WHEREAS, the Chairman of the County Board has appointed KENNETH BARR to serve a full three year term as trustee commencing the first Monday in May, 2010, and directed that, prior to that time, he file with the Shelby County Circuit Clerk his bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties,

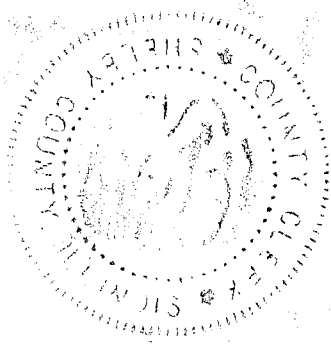
NOW, THEREFORE, be it resolved by the County Board of Shelby County, Illinois, that the Chairman's appointment of KENNETH BARR to serve as Trustee for the HERRICK Fire Protection District is hereby approved, and the Chairman is authorized to approve his Trustee's Bond in the amount of Five Hundred Dollars (\$500.00) with two individual sureties.

PASSED AND APPROVED this 14th day of April, 2010.


Chairman, Shelby County Board

ATTEST:


County Clerk




IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
THE HERRICK FIRE PROTECTION DIST) NO. 90 MC 1

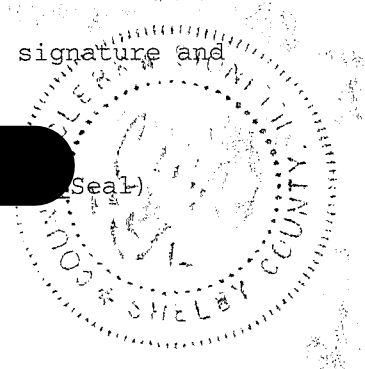
CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that KENNETH BARR was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE HERRICK FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2010, and that said appointment was approved by the County Board of Shelby County on the 14th day of April, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 14th day of April, 2010.


County Clerk

(Seal)



APPOINTMENT OF TRUSTEE FOR
THE HERRICK FIRE PROTECTION DISTRICT

PURSUANT TO authority granted in 70 ILCS 705/4 (4)(B), I, the undersigned, being the presiding officer of the County Board of Shelby County, Illinois, hereby appoint KENNETH BARR as Trustee for the **HERRICK FIRE PROTECTION DISTRICT**, with the advice and consent of the County Board, to serve a full three year term commencing on the first Monday in May, 2010, and direct that, prior to that date, he present to me for approval his bond in the amount of Five Hundred Dollars (\$500.00) with two individuals as sureties thereon and that, upon approval thereof, he file such bond in the office of the Shelby County Circuit Clerk.

Dated this 14th Day of April 2010


Chairman, Shelby County Board

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
SHELBY COUNTY, ILLINOIS

IN THE MATTER OF)
HERRICK FIRE PROTECTION) No. 90 MC 1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, KENNETH BARR as Principal, and Larry M. Sarver and John Miller as sureties, of the County of Shelby and State of Illinois, are bound to the People of the State of Illinois in the penal sum of Five Hundred Dollars (\$500.00).

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said principal, who has been appointed a member of the Board of Trustees of HERRICK FIRE PROTECTION DISTRICT, faithfully discharges the duties of his office according to law and does all acts which at any time may be required of him by law, then this obligation is void; otherwise it remains in full force and effect.

WITNESS our hands and seals this 26 day of March, 2010



Principal



Surety

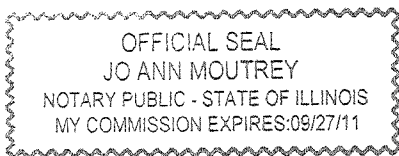


Surety

STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH BARR and LARRY M. SARVER and John Miller personally known to me to be the same persons whose names are subscribed to the fore-going instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of March, 2010.





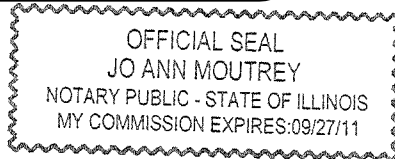
Notary Public

OATH OF OFFICE

I, KENNETH BARR, do solemnly swear that I will faithfully perform the duties of a Trustee of the HERRICK Fire Protection District, and that I will do and perform all acts required of me by law to the best of my ability.

DATED this 26th day of March, 2010.

SUBSCRIBED AND SWORN TO before me
this 26th day of March, 2010



Notary Public

BOND APPROVED: _____

Chairman, County Board

Shelby County Treasurer
 Monthly Report of Investments
 1-Apr-10
 Bank Balance: \$12,179,640.98

Passbooks, Money Markets,
 & Certificates of Deposits

Checking & Cash

\$	633,909.25	MMD		
\$	1,480,841.53	MMD	General Fund	\$ 2,000.00
\$	-			
\$	-		County Payroll Clearing	\$ 16,792.27
\$	-			
\$	-		Section 105 Claims	\$ 2,000.00
\$	-			
\$	247,285.91	PB	County Health Fund	\$ -
\$	122,930.05	CD		
\$	15,531.57	MMD	County Health-TB	\$ -
\$	37,330.05	MMD		
\$	37,220.41	MMD	Animal Control Fund	\$ -
\$	23,238.43	MMD		
\$	102,358.15	PB	Ambulance Fund	\$ -
\$	151,049.77	MMD		
\$	920,855.75	MMD	Mental Health Fund	\$ -
\$	-			
\$	1,041,095.65	PB	IMRF Fund	\$ -
\$	-			
\$	241,116.83	PB	Social Security Fund	\$ -
\$	54,516.88	CD & MMD		
\$	24,606.39	PB	Indemnity Fund	\$ -
\$	-			
\$	455.72	PB	Court Security Fund	\$ -
\$	-			
\$	251,921.38	MMD	County Bridge Fund	\$ -
\$	-			
\$	101,231.44	PB	County Highway Fund	\$ -
\$	-			
\$	184,841.53	MMD	FASM Fund	\$ -
\$	-			
\$	576,722.70	MMD	County Motor Fuel Tax Fund	\$ -
\$	-			
\$	3,266.20	PB	Tourism Fund	\$ -
\$	96,469.71	CD & MMD		
\$	149,952.41	PB	Probation Fund	\$ -
\$	55,221.65	CD & MMD		
\$	105,509.57	PB	Assist Court Fund	\$ -
\$	-			
\$	6,008.55	PB	Law Library Fund	\$ -
\$	-			
\$	94,448.68	PB	Automation Fund	\$ -
\$	-			
\$	87,793.63	PB	Recording Fund	\$ -
\$	-			
\$	18,574.85	PB	Drug Traffic Fund	\$ -
\$	60,000.00	CD		
\$	35,512.16	MMD	Airport Fund	\$ 246.43
\$	241,192.17	CD & MMD		
\$	515,800.18	MMD	Home Nursing Fund	\$ -
\$	-			
\$	-		W.I.C. Fund	\$ 25,361.55
\$	-			
\$	87,774.93	MMD	Local Bridge Fund	\$ -
\$	-			
\$	-		Township Bridge Fund	\$ 18,791.40
\$	-			
\$	-		Township Construction Fund	\$ 1,014.03

\$	290,480.43	MMD		
\$	780,874.27	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,144.92	PB	Estate Tax Fund	\$ -
\$	-			
\$	279,622.88	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	8,490.18	PB	Probation Drug Testing	\$ -
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	41,780.35	MMD		
\$	179,040.43	PB	Drainage Fund	\$ 2,000.00
\$	-			
\$	43,537.47	PB	Document Storage Fund	\$ -
\$	81,334.51	MMD		
\$	123,192.29	PB	Misc County Health Fund	\$ -
\$	26,601.73	MMD		
\$	44,860.60	PB	Litigation Fund	\$ -
\$	208,221.94	CD		
\$	145,981.34	PB	Revolving Loan Fund	\$ -
\$	-			
\$	13,104.69	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	330.86	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	621.14	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	1,036.18	PB	Rescue Squad Fund	\$ -
\$	-			
\$	862.82	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	10,175.76	PB	DUI Equipment Fund	\$ -
\$	-			
\$	61,877.50	PB	GIS Fund	\$ -
\$	1,000,000.00	CD		
\$	277,854.23	PB	Capital Improvement Fund	\$ 546,766.53
\$	-			
\$	-		Pet Population	\$ 10,383.89
\$	-		County Health Petty Cash	\$ 135.64
\$	-		Probation Petty Cash	\$ 50.00
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			\$ 12,058,331.16

County Collector Accounts

Shelby County State Bank-Checking	\$ 883.17
Busey Bank-Checking	\$ 264.00
National Bank at Pana	\$ 137.94
First National Bank of Assumption	\$ 288.31
Community Banks of Shelby County-Cowden	\$ 922.70
Shelby County State Bank-Strasburg	\$ 491.89
First Federal Savings & Loan-Shelbyville	\$ 278.81
Busey Bank-Real Estate Tax Trust Account	\$ 14,163.14
Shelby County State Bank-Shelbyville-Money Market	\$ 425.64
Busey Bank-Money Market	\$ 101,336.75
Ayars State Bank-Moweaqua	\$ 291.07
Shelby County State Bank-Findlay	\$ 238.26
First National Bank of Pana	\$ 255.41
Peoples Bank of Pana	\$ 170.07
Prairie National	\$ 218.88
Shelby County State Bank-Windsor Branch	\$ 260.27
Dewitt Federal Savings & Loan-Moweaqua	\$ 214.61
Sigel Community Bank	\$ 248.52
Shelby County State Bank-Moweaqua	\$ 220.38
	\$ 121,309.82

CERTIFICATE OF DEPOSITS
April 1, 2010

General Fund(001) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 633,909.25</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 37,330.05</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 23,238.43</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 151,049.77</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 9,516.88</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 96,469.71</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 221.65</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 116,192.17</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 290,480.43</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
1.51% Interest	<u>\$ 81,334.51</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 8/1/2010	
1.65% Interest	<u>\$ 122,930.05</u>

CERTIFICATE OF DEPOSITS
April 1, 2010

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/13/2010 1.10% Interest	<u>\$ 45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/20/2010 1.10% Interest	<u>\$ 55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/19/2010 1.40% Interest	<u>\$ 125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .85% Interest	<u>\$ 208,221.94</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 20555 Matures 10/16/2010 2.02% Interest	<u>\$ 1,000,000.00</u>
Airport(022)	<u>\$ 60,000.00</u>
TOTAL	<u>\$ 3,055,894.84</u>