

May 2, 2012

AMENDED SHELBY COUNTY BOARD MEETING AGENDA

May 9, 2012 – 9:00 A. M. in Courtroom B

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Kristie Warfel, CEFS Transportation Director – CEFS/IDOT 2012 Section 5311 Rural Transportation Application Documents, Update on the CEFS Public Transportation Facility Maintenance Project and the Shelby County Purchase of Service Agreement Addendum for the Provision of Specialized Services under the IDOT Division of Public Transportation and Grant Recipient Shelby County Board
5. Public Buildings Committee Chair Jim Warren – Award Contracts for Courthouse Preservation Projects
6. Fees & Salaries Committee Chair Barbara Bennett – Alternate Compensation Proposal for Elected Officials
7. County Highway Engineer Alan Spesard – Highway Engineer's Report
8. EMA Coordinator/Zoning Administrator Jared Rowcliffe – EMA/Zoning Reports
9. Committee Reports
10. Chairman Updates
11. Chairman Appointments
12. Correspondence
13. Public Body Comment
14. Adjournment

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

Please silence cell phones during the Board meeting.

SHELBY COUNTY BOARD MEETING

May 9, 2012 – 9:00 A.M.

The Shelby County Board met on Wednesday, May 9, 2012, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.

County Clerk Kathy Lantz called the roll. Behl and Bennett were absent.

Minutes for the April 11, 2012 regular and the May 2, 2012 special county board meetings were presented for approval. Hayden moved to approve the minutes as presented. Wetherell seconded said motion, which passed by voice vote (19 yes, 0 no).

Chairman Cannon informed the board that Rides Mass Transit District and Clay County Rehabilitation Center, Inc. transit districts were requesting to be given an opportunity to participate in the provisions of proposed Section 5311 service. After reading the letters from the two transit districts to the board, Chairman Cannon stated that the districts did not provide enough information on their compliancy for the board to take action to allow these services as providers at this time. Kristie Warfel, CEFS Transportation Director, further explained the grant application process and briefed the board on the letter sent from Illinois Department of Transportation (IDOT) to CEFS Economic Opportunity Corp., Executive Director, Paul White, regarding Central Illinois Public Transportation (CIPT) and Effingham County's public transportation situation. (All letters are attached to these board minutes).

Clark made motion not to include Rides Mass Transit District and Clay County Rehabilitation Center, Inc. in the Section 5311 application at this time. Barr seconded said motion, which passed by voice vote (19 yes, 0 no).

Warfel stated to the board that she recently met with the Finance and Public Buildings Committees to explain the Shelby County Purchase of Service Agreement Addendum for the Provision of Specialized Services under the IDOT Division of Public Transportation between Grant Recipient Shelby County Board and CEFS CIPT Program. The capital project will include purchasing the current maintenance facility from Shelby County Community Services; adding onto the building; and then, deeding the property to Shelby County. Finance Chair Amling stated that the committees feel this is a great asset for the County and are willing to work with CEFS to make this project happen. (Addendum attached to these minutes).

Amling made motion to approve the Shelby County Purchase of Service Agreement Addendum for the Provision of Specialized Services under the IDOT Division of Public Transportation between Grant Recipient Shelby County Board and CEFS CIPT Program. Warren seconded said motion, which passed by voice vote (19 yes, 0 no).

At this time, Warfel requested approval of the CEFS/IDOT 2012 Section 5311 Rural Transportation Application Documents. (Documents attached to these minutes).

Robertson made motion to approve the Resolution for Public Transportation Financial Assistance under Section 5311. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no).

Kearney made motion to approve the Resolution for Public Transportation Financial Assistance Contract Number 3786. Wetherell seconded said motion, which passed by voice vote (19 yes, 0 no).

Cruitt made motion to approve the Ordinance to Provide for Public Transportation. Clark seconded said motion which passed by roll call vote (19 yes, 0 no).

Clark made motion to approve the Section 5311 Special Warranty. Doerner seconded said motion, which passed by voice vote (19 yes, 0 no).

Public Building Committee Chair Warren requested approval of the contracts for the Shelby County Courthouse Restoration Project – Swingler Construction, King-Lar Company, Durbin Enterprises, Inc., and Envirotech, Inc. Richard Morse of Melotte, Morse, Leonatti, Parker Ltd. (MMLP) and Matt Goebel, Construction Manager Morrissey Construction Company answered questions from the board. (Contracts attached to these minutes).

Warren made motion to approve the contracts for the Shelby County Courthouse Restoration Project – Swingler Construction, King-Lar Company, Durbin Enterprises, Inc., and Envirotech, Inc. Doerner seconded said motion which passed by voice vote (16 yes, 3 voting no – Lenz, Robertson, Strohl).

Fees and Salaries Committee member Cruitt stated the Fees and Salaries Committee met to review compensation to Coroner Brian Green for office operating expenses. Their recommendation is to include in Coroner Green's fiscal year 2012 – 2013 budget and the following three year budgets, a line item for \$2,500.00 per year for office operating expenses. Green will submit a one-time claim each year for the \$2,500.00. Documentation of expense is not required.

Warren made motion to include in Coroner Green's fiscal year 2012 – 2013 budget and the following three year budgets, \$2,500.00 per year for office operating expenses. Kearney seconded said motion, which passed by voice vote (17 yes, 2 voting no – Lenz, Strohl).

At this time, Chairman Cannon called for the County Highway Engineer's report.

Alan Spesard, County Highway Engineer, was pleased to provide a brief update to the board which was filled with good news. The Neoga Road project was on the IDOT letting on April 27th and the low bid was by A. J. Walker in the amount of \$2,532,273.00 which was \$400,000.00 below the estimated cost. This is the largest dollar contract his department has ever had. The Highway Department will do the design and construction oversight. Spesard announced that the Shelbyville Wood Street Bridge project grant application he submitted last September was approved in the amount of \$1,177,000.00. This grant is for 80% federal funds and was previously approved by the county board for the costs to be split equally which means the county and city will split the remaining 20% costs equally. In addition to announcing the grant award, Spesard provided an interesting history of the process that has ended with this grant funding of the Wood Street Bridge. The Highway Department's semiannual educational conference was held on May 4th and well attended.

EMA/Zoning Administrator Jared Rowcliffe highlighted the EMA/Zoning report previously mailed to the Board for their review. Under the Zoning Report, Rowcliffe presented three resolutions to rezone as follows: Bobby and Lori Hinton property in Clarksburg Township; Shelby West LLC property in Rose Township; William Olsen property in Shelbyville Township; and a Zoning Ordinance Amendment for the Placement of Private Use Wind Energy Turbines. (Resolutions and Ordinance attached to these minutes).

Wetherell made motion to approve the Resolution to rezone the property of Bobby and Lori Hinton, Clarksburg Township, from Agriculture to General Business to develop an automotive restoration shop. Robertson seconded said motion, which passed by voice vote (19 yes, 0 no).

Strohl made motion to approve the Resolution to rezone the property of Shelby West LLC, Rose Township, from Residential to General Business to develop a boat and camper storage business. Clark seconded said motion, which passed by voice vote (19 yes, 0 no).

Hayden made motion to approve the Resolution to rezone the property of William Olsen, Shelbyville Township, from General Business to Residential to sell a house for residential purposes. Robertson seconded said motion, which passed by voice vote (19 yes, 0 no).

Wetherell made motion to approve the Zoning Ordinance Amendment for the Placement of Private Use Wind Energy Turbines to conform to the Illinois State Statutes setback requirements. Gergeni seconded said motion, which passed by roll call vote (19 yes, 0 no).

Chairman Cannon called for committee reports. (Committee reports are attached to the minutes). Reports were given and items presented for follow-up are as follows:

Rowcliffe, Chair of the 9-1-1 Committee, gave a brief update on their recent meeting noting that the committee name has been changed to Rural Emergency Addressing Committee and that the project may be funded by a private donation.

Law Enforcement Committee Chair Kearney stated that the Merit Commission has completed testing of applicants, interviews will be conducted. Liz Nohren, of Dove and Dove Law Offices, will be the Commission's new attorney.

Chairman Cannon informed the board that the County has been awarded a grant of \$47,299.00 by the Illinois Clean Energy Community Foundation for the Courthouse restoration and geothermal energy conservation project. (Grant agreement attached to these minutes).

Chairman Cannon provided an update on the Grain Belt Express Clean Line community leader roundtable meeting he attended. An invitation to participate in Ameren Transmission Illinois Rivers Project was received. Chairman Cannon encouraged board members to attend these hearings. (Correspondence attached to these minutes). Chairman Cannon received a thank you note from Pana Community Hospital Foundation for the donation in memory of former Sheriff Randy Sims.

Chairman Cannon requested the following appointments:


Ken Hoene, trustee Shelbyville Fire Protection District

Steve Kresin, trustee Cowden Fire Protection District

Hayden made motion to approve the Chairman's appointments. Hunter seconded said motion, which passed by voice vote (19 yes, 0 no).

There was no public body comment and no further business to come before the Shelby County Board.

Clark made motion to assess mileage and per diem for the May meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on June 13, 2012. Doerner seconded said motion, which passed by voice vote (19 yes, 0 no) and the meeting was adjourned at 10:10 A.M.


Kathy A. Lantz
Shelby County Clerk and Recorder

May 9, 2012

REGULAR SESSION

		ROLL CALL			QUESTIONS									
			5 / 9 / 2012	1 / 2012	ON MOTIONS TO APPROVE EFS (Bidding) approve account to Blair Truesdell for 534	ON MOTIONS TO approve Ordinance Wind not present Wind Turbine	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
217	AMLING, ROBERT	35	✓		✓		✓							
110	BARR, KENNETH	50	✓		✓		✓							
116	BEHL, ROBERT H.	42	A		A		A							
117	BENNETT, BARBARA	40	A		A		A							
45	CANNON, BRUCE	26	✓		X		X							
133	CLARK, GLENN "DICK"	12	✓		✓		✓							
99	CRUITT, DAVID		✓		✓		✓							
25	DOERNER, FRED		✓		✓		✓							
214	DURBIN, JESSE	12	✓		✓		✓							
105	GERGENI, GARY	26	✓		✓		✓							
177	HAYDEN, RICHARD	44	✓		✓		✓							
144	HUNTER, ROBERT JR.	49	✓		✓		✓							
193	JORDAN, ROBERT N.	31	✓		✓		✓							
64	KEARNEY, KAY		✓		✓		✓							
206	LENZ, LARRY	26	✓		✓		✓							
181	ROBERTSON, ROBIN		✓		✓		✓							
148	ROESSLER, JOHN JACK	12	✓		✓		✓							
221	SIMS, TERRY JOE	24	✓		✓		✓							
274	SIMPSON, ROBERT	32	✓		✓		✓							
46	STROHL, DON	45	✓		✓		✓							
329	WARREN, JAMES	28	✓		✓		✓							
44	WETHERELL, DALE	46	✓		✓		✓							

*19 ayes 19 ayes
3 absent 2 absent
X not voting + not voting
motion passed motion passed*



RMTD
RIDES MASS TRANSIT DISTRICT

April 24, 2012

Bruce Cannon
Chairman
Shelby County Board
R.R. #1, Box 63
Findlay, IL 62534

Dear Mr. Cannon,

In accordance with federal grant requirements, all public and private transit operators must be given an opportunity to participate in the provision of proposed Section 5311 services. Rides Mass Transit District provides daily or incidental transportation in Clay and Effingham Counties. The District is therefore requesting inclusion in your project as a provider.

We look forward to discussing the service possibilities with you. Please contact me if you have any questions.

Sincerely,



Bill Jung, CEO
Rides Mass Transit District

CC: Dave Spacek, IDOT,
Jaime Blatti, HSTP
Sue Pettit, Chairman Clay County Board

Clay County Rehabilitation Center, Inc.

P.O. Box 659
Flora, Illinois 62839
Phone (618) 662-4916
Fax (618) 662-9354

ISO 9001:2008 Certified

Administration Office
#1 Commercial Drive
Flora, Illinois 62839
Phone (618) 662-4916
Fax (618) 662-9354
Web Site: www.clayrhab.com

Rhonda Harris
Chief Executive Officer

Diane Briscoe
Chief Financial Officer

April 27, 2012

Bruce Cannon
Chairman
Shelby County Board
R.R. #1, Box 63
Findlay, IL 62534

Developmental Training
Building
530 West Fourth Street
Flora, Illinois 62839
Phone (618) 662-4674

Recycling Center
530 West Fourth Street
Flora, Illinois 62839
Phone (618) 662-4674

Clay County Industries
#1 Commercial Drive
Flora, Illinois 62839
Phone (618) 662-6607

Secure Processors, LLC
#1 Commercial Dr.
Flora, Illinois 62839
Phone (618) 662-4823


Secure Processors, LLC
1926 Miller Drive
Olney, Illinois 62450
Phone (618) 392-3948

Dear Mr. Cannon,

In accordance with federal grant requirements, all public and private transit operators must be given the opportunity to participate in the provision of proposed Section 5311 services. Clay County Rehabilitation Center, Inc. (CCR) provides daily and incidental transportation in Clay County. CCR is therefore requesting inclusion in your project as a provider.

We look forward to discussing the service possibilities with you. Please contact me if you have any questions.

Sincerely,



Rhonda Harris, CEO
Clay County Rehabilitation Center, Inc.

CC: Dave Spacek, IDOT
Jaime Blatti, HSTP
Sue Pettit, Chairman Clay County Board



Illinois Department of Transportation

Division of Public and Intermodal Transportation
100 West Randolph Street / Suite 6-600 / Chicago, Illinois / 60601

March 26, 2012

Mr. Paul White
Executive Director
CEFS Economic Opportunity Corporation
P.O. Box 928
1805 South Banker Street
Effingham, Illinois 62401

Dear Mr. White:

Thank you for meeting with Deputy Director Dave Spacek and me on March 6th regarding CIPT's overall service, as well as the Effingham County situation in particular.

As Deputy Director Spacek and I stated during our meeting, our primary goal with downstate transit is to ensure that state funds help provide the best possible service to riders statewide. With this in mind, and having reviewed the materials we received from the County, as well as conducted our own research, we have advised Effingham County that we cannot concur with the choice of CIPT as transit provider.

Our primary reason for denying concurrence is our concern about CIPT's ability to provide good public transportation service to Effingham County residents. As an example, until last Thursday, CIPT's home page through the CEFS home page showed service only being provided from 8:30-4:30, Monday through Friday. And in fact, even as of this writing, a Google search of Central Illinois Public Transit directs the inquirer to a CIPT home page that still lists those limited hours. Our independent research, conducted very recently, shows potential passengers are denied rides in areas currently served by CIPT at any time outside the 8:30-4:30 schedule. This was the case despite Deputy Director Spacek and I being assured during our meeting that 12-hour service was being provided and that the web page schedule was in error—this assurance despite our being given the handout showing no evidence of a 12-hour service day.

More significantly, as Deputy Director Spacek and I mentioned during our visit, ridership statistics for CIPT show a low level of service to the general public at all times, in comparison to several other rural transit providers in the state. For example, CIPT provided 48,579 trips in the year ended 6/30/11, against a population base in the six-county area of 123,248. But Shawnee Mass Transit District provided 113,551 trips against a population base of only 60,218.

Mr. Paul White
March 26, 2012
Page 2

We would like to work with you, Kristie, and other staff at CEFS/CIPT to improve the level of general public transportation service and ridership in the counties CIPT serves. To that end, we will be presenting at the upcoming RTAC conference a series of objective criteria we are using to evaluate service quality, in addition to the service hours measurement discussed above. We also will be providing extensive information about local match and service contract issues. But until we are satisfied at IDOT that CIPT can better serve its existing counties, we will not be able to grant concurrence for CIPT expansion into any county it does not currently serve.

Deputy Director Spacek and I are willing to discuss this with you at your convenience. Please call either him (312) 793-2154 or me (312-793-2242) to do schedule a time to do so.

Sincerely,

A large black oval redaction covers the signature of Joseph E. Shacter.

Joseph E. Shacter
Director

Shelby County Purchase of Service Agreement

Addendum

Effective May 1, 2012

For the provision of specialized services under the

State of Illinois
Department of Transportation
Division of Public Transportation
Section 5311 Non-Metro Transportation and Downstate Operating Assistance Grant

Between

Grant Recipient: Shelby County Board
Shelby County Courthouse
301 East Main Street
Shelbyville, IL 62565

And

Service Provider: C.E.F.S. Economic Opportunity Corporation
Central Illinois Public Transit Program
1805 South Banker Street
P.O. BOX 928
Effingham, IL 62401-0928

Purchase of Service Agreement Addendum

For the provision of specialized facility design, acquisition and expansion services and the acquisition and installation of intelligent transportation systems (ITS) hardware and software under Purchase of Service Agreement between Shelby County and C.E.F.S. Economic Opportunity Corporation as executed for the period of July 1, 2011 through June 30, 2012.

This Agreement Addendum, entered into this 1st day of May, 2012, by and between , Shelby County, Illinois hereinafter referred to as the "Grant Recipient" and C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit Program, hereinafter referred to as the "Service Provider". This Agreement Addendum amends the Purchase of Service Agreement effective May 1, 2012 to September 30, 2013. If any of the terms of the Addendum conflict with the terms and conditions of the Grant Agreement, the terms of Agreement Addendum shall prevail and control.

Witnessed: The Grant Recipient hereby acknowledges the receipt and award, under the State/Federal Capital Assistance Grant Agreement, Contract No. 3922, State Grant No. CAP-10-932-ARRA, Federal Grant No. IL-86-X001, CFDA No. 20.509, Federal Program: Section 5311 through the American Recovery and Reinvestment Act (ARRA), under Amendment No. 2, dated September 30, 2009, between the State of Illinois Department of Transportation, Division of Public and Intermodal Transportation and Shelby County, with the purpose of undertaking a transportation capital project to design, acquire and expand a transit facility and to acquire and install intelligent transportation system (ITS) hardware and software, with the grant award totaling \$715,000.00. The fixed facility design, land acquisition, expansion and contingency grant funding totals \$550,000.00 and the intelligent transportation system (ITS) hardware and software grant funding totals \$165,000.00. The Federal facility and intelligent transportation system (ITS) funds total \$450,000.00, under Contract No. IL-86-X001 and State funds total \$265,000, as detailed in Exhibit B, under the Approved Grant Budget for Capital Assistance.


Witnessed: The Grant Recipient hereby requests to commence, carry out and complete the capital project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions of the Grant Agreement, in compliance with all applicable laws and Department guidelines, as promulgated and amended by the Department.

Therefore, to accomplish and to fulfill the terms and conditions of the project the Grant Recipient requests to undertake the activities of the Grant Agreement, under this Agreement Addendum, by enlisting the operational and technical skills and managerial oversight of the Service Provider to administer the grant award on behalf of the Grant Recipient, in compliance with all applicable terms and conditions of the Grant Agreement. The Service Provider will not receive compensation from the Grant Recipient, however, any and all direct and allowable expenses for completion of the Grant Agreement will processed under the initiation of a requisition for reimbursement

by the Grant Recipient and the Department. The Service Provider will be held accountable to provide effective control and monitoring of the project to meet the capital project timelines and budget. The Grant Recipient will maintain effective financial control and accountability of the grant funds and will maintain a level of cash on hand to make all payments and operate the project until the Department reimburses Shelby County. Under this Agreement Addendum the Service Provider is hereby authorized to undertake activities as prescribed and directed by the Grant Recipient and is authorized to incur costs against these funds effective May 1, 2012 through the ending date of September 30, 2013.

The Grant Recipient's and Service Provider's authorized signatures below shall constitute acknowledgement of the Grant Recipient's and Service Provider's acceptance of this Agreement Addendum, under the grant agreement.


Approved by the Service Provider:



Authorized Signature
Paul D. White, Chief Executive Officer
C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit Program

Date 5/10/2012

Approved by the Grant Recipient:



Authorized Signature
Bruce Cannon, Chief Executive Officer/ County Board Chair
Shelby County

Date 5-9-12

Resolution authorizing application of and execution for Public Transportation Financial Assistance under Section 5311 of Federal transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of the public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, the Downstate Public Transportation Act of 1991, as amended (49 U.S.C. § 5311) makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SHELBY COUNTY:

Section 1. That an application be made to the Division of Public Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Shelby County.

Section 2. That while participating in said operating assistance program Shelby County will provide all required local match funding.

Section 3. That the County Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of the Shelby County such application.

Section 4. That the County Board Chairman of the Shelby County Board is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of Shelby County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. The County Board Chairman of Shelby County and the Shelby County Treasurer are hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENT and ADOPTED the 9th day of May, 2012



(Signature of Authorized Official)

Shelby County Board Chairman
(Title)



(Date)

May 9, 2012
(Date)

RESOLUTION 2012 - 13

Resolution authorizing application of and execution for Public Transportation Financial Assistance Contract Number 3786, Grant Number 0P-08-36-IL under the provision of the Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)

WHEREAS, the provision of the public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, the Downstate Public Transportation Act makes funds available to keep offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SHELBY COUNTY:

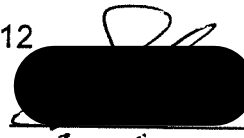
1. Shelby County enter into a Downstate Public Transportation Operating Assistance Agreement Contract Number 3786, Grant Number 0P-08-36-IL and amend such agreement if required for fiscal year 2012, with the State of Illinois in order to obtain grant assistance under the provisions of the Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)
2. That the Chairman of the Shelby County is hereby authorized and directed to execute the Agreement or its amendments on behalf of Shelby County.
3. That the Chairman of the Shelby County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement, its amendment(s) and to receive the Grant.

PRESENT and ADOPTED the 9th day of May, 2012



Secretary

ATTEST:



Chairman

Ordinance

ORDINANCE NUMBER 12-02-0
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN SHELBY COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Shelby County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Shelby County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Shelby County that:

Section 1. Shelby County shall hereby provide public transportation within the Shelby, Moultrie, Douglas, Fayette, Clay and Montgomery Counties.

Section 2. The County Clerk of the County of Shelby shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Shelby County a Grant Application to the Illinois Department of Transportation.

Section 5. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Shelby County all required Grant Agreements with the Illinois Department of Transportation.


PASSED by the Chairman and the Board of Shelby County on the 9 th day of May, 2012, and deposited and filed in the office of the Shelby County Clerk of said County on that date.

Elected Board Members 22


PRESENT 20

AYE 19

NAY 0


Clerk of Shelby County, Illinois

APPROVED by the Chairman of the Shelby County Board, this 9th day of May, 2012.


Chairman of Shelby County, Illinois



AIA[®] Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 8th day of May in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

and the Contractor:
(Name, legal status, address and other information)

Swingler Construction
P.O. Box 637
Teutopolis, IL 62467
Telephone Number: 217-857-3119
Fax Number: 217-857-3380

for the following Project:
(Name, location and detailed description)

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

The Construction Manager:
(Name, legal status, address and other information)

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

The Architect:
(Name, legal status, address and other information)

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

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- 8 MISCELLANEOUS PROVISIONS
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- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Scope of Work: Furnish & Install a Complete Bid Package One General Trades.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 21, 2012

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

Not Applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- [X] Stipulated Sum, in accordance with Section 4.2 below
[] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Four Hundred Sixty Eight thousand Six Hundred Dollars (\$ \$468,800.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

\$72,815.00 Alternate 1

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Table with 3 columns: Item, Units and Limitations, Price per Unit (\$0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Table with 2 columns: Item, Allowance

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

Init.

User Notes:

17

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

Init.

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User Notes:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

(Paragraphs deleted)

§

or self-performs;

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- [] Litigation in a court of competent jurisdiction.
- [] Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

Init.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraphs deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

§ 8.4 The Contractor's representative:
(Name, address and other information)

Stephen Swingler
P.O. Box 637
Teutopolis, IL 62467
Telephone Number: 217-857-3119
Fax Number: 217-857-3380
Mobile Number: 217-240-4529
Email Address: ss@swinglerconstruction.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA 201	General Conditions		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
All Specifications dated March 16, 2012

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 See Attached Exhibit C

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda 1	March 27, 2012	
Addenda 2	March 30, 2012	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Exhibit A Project Manual
 Exhibit B-Work Scope Package
 Exhibit C-Plan List

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Contractor's Performance & Payment Bonds (AIA Document 312)	100% Payment and Performance Bond
Commercial General Liability	
\$1,000,000 each occurrence	
\$100,000 fire damage (any one fire)	
\$5,000 medical expenses (any one person)	

Init.

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User Notes:

21

(1131440743)

\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)


CONTRACTOR (Signature)

Bruce Cannon Shelby County Chairman
(Printed name and title)

Stephen A Swingler President
(Printed name and title)

Public Buildings Corp





Init.

Additions and Deletions Report for

AIA[®] Document A132[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 8th day of May in the year 2012

...

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

...

Swingler Construction
P.O. Box 637
Teutopolis, IL 62467
Telephone Number: 217-857-3119
Fax Number: 217-857-3380

...

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

...

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

...

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

PAGE 2

Scope of Work: Furnish & Install a Complete Bid Package One General Trades.

...

May 21, 2012

...

Not Applicable

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

PAGE 3

[X] Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be Four Hundred Sixty Eight thousand Six Hundred Dollars (\$ \$468,800.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

...

\$72,815.00 Alternate 1

...

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (_____ %) of the standard rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed _____ percent (____%) of the standard rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

~~§ 4.4.7.2~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

~~§ 4.4.7.3~~ Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

~~§ 4.4.7.4~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

PAGE 4

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 5

Not Applicable

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~
- ~~.2 Add the Contractor's Fee, less retainage of _____ percent (_____ %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of _____ percent (_____ %) from that portion of the Work that the Contractor self performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of _____ percent (____%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of _____ percent (____%) from that portion of the Work that the Contractor self performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

~~.7~~ Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

~~§ 5.1.6.5~~ The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

~~§ 5.1.6.6~~ In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

~~§ 5.1.6.7~~ Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§~~
or self-performs;

...

~~.2~~ the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

~~.3~~ a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

...

[] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

PAGE 6

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 7.2.1~~ Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

~~§ 7.2.2~~ The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- ~~.1~~ Take the Cost of the Work incurred by the Contractor to the date of termination;
- ~~.2~~ Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- ~~.3~~ Subtract the aggregate of previous payments made by the Owner.

~~§ 7.2.3~~ If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

...

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

...

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

...

Stephen Swingler
P.O. Box 637
Teutopolis, IL 62467
Telephone Number: 217-857-3119
Fax Number: 217-857-3380
Mobile Number: 217-240-4529
Email Address: ss@swinglerconstruction.com

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AIA 201

General Conditions

...

All Specifications dated March 16, 2012

PAGE 7

See Attached Exhibit C

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Addenda 1
Addenda 2

March 27, 2012
March 30, 2012

...

Exhibit A Project Manual
Exhibit B-Work Scope Package
Exhibit C-Plan List

...

Contractor's Performance & Payment
Bonds (AIA Document 312

100% Payment and Performance Bond

Commercial General Liability
\$1,000,000 each occurrence
\$100,000 fire damage (any one fire)
\$5,000 medical expenses (any one person)
\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:00:54 on 05/08/2012 under Order No. 3450228623_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

MORRISSEY
CONSTRUCTION COMPANY

705 SOUTHMOOR PLACE • P.O. BOX 189 • GODFREY, ILLINOIS 62035 • (618) 466-3112
FACSIMILE NUMBER (618) 466-9284
www.morrisseyconstruction.com
Email: info@morrisseyconstruction.com

Exhibit A

PROJECT INFORMATION MANUAL

Shelby County Courthouse
301 East Main Street
Shelbyville, IL 62565

Prepared by:

Morrissey Construction Company

705 Southmoor Place
Godfrey, IL 62035
(Phone) 618-466-3112
(Fax) 618-466-9284

PROJECT NUMBER

1004

INTRODUCTION

The "Project Information Manual" establishes the requirements for construction operations for this project. It will also serve as meeting notes for the Preconstruction Conference. The information contained in this manual is an integral part of the Contract Documents and shall have the same force and effect as the terms and conditions of the Subcontract or Purchase Order.

Our philosophy that a team relationship between our management and employees, subcontractors, suppliers, architects, and the owner is an essential element of a successful project. The foundation for teamwork is open communication. This manual and the Preconstruction Conference are intended to communicate our expectations to you and we welcome you to communicate your needs and expectations to us.

Restoration and Remodeling of the Historic Shelbyville Courthouse

301 East Main Street
Shelbyville, IL 62565
Shelby County, Illinois

Contract documents for all subcontractors and suppliers, in addition to this agreement include:
Plans and specifications by Melotte Morse Leonatti Parker Ltd. dated March 19, 2012 and Addendum 1 dated March 27, 2012 and Addendum 2 dated March 30, 2012, AIA document C132-2009 - 1997 Standard Form Agreement between Owner and Construction Manager and AIA A132-2009.

SCOPE OF WORK - SUPPLIER

Supplier acknowledges that time is of the essence on this project, and that the project schedule represents the current plan of coordinating and completing the contract work, including the Supplier's work, for the entire project. This schedule will be updated on at least a monthly basis to reflect actual conditions encountered on the project and Supplier agrees to abide by the updated schedule.

Supplier agrees that its contract sum includes all resources and costs necessary to achieve the schedule. Supplier further agrees that it will provide the necessary labor, equipment and material resources required to achieve this schedule.

If Supplier fails to perform its work in accordance with this schedule, and said failure delays other contractors or subcontractors, Supplier acknowledges that it will be responsible to the Contractor and others for damages encountered, as well as any liquidated or actual damages imposed by the Owner or Contractor under this Purchase Order Agreement.

Supplier agrees to indemnify, defend and hold Contractor harmless from all damages resulting from Supplier's failure to perform in accordance with this schedule and to reimburse Contractor for all costs related to same.

Should Supplier's work be delayed by factors beyond its control, Supplier agrees to make adjustments to its staffing plan and schedule, at no additional cost to Contractor.

SCOPE OF WORK - SUBCONTRACTOR

Subcontractor scope of work includes, but is not limited to, all labor and material for all work complete per contract requirements, plans and specifications and subcontract requirements. Work includes all miscellaneous items necessary to accomplish a complete and finished project.

Subcontractor shall install and protect all material and workmanship from damage by the elements or otherwise until completed, remove all improper material and work when so directed by the General Contractor. Subcontractor shall coordinate all work with Contractor. Subcontractor shall provide sufficient qualified workers on the job as requested by the General Contractor.

Subcontractor will provide all cleaning and disposal of waste materials and compound debris and rubbish during construction and provide final clean-up upon completion. Waste shall be deposited in dumpsters as provided by General Contractor. This subcontractor shall adhere to all OSHA and safety guidelines and keep worksite in a clean and safe working environment. All work and material shall comply with applicable codes and ordinances and contract documents.

Subcontractor agrees to take all affirmative action steps necessary to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, national origin, creed, ancestry, age, citizenship, disability, handicap or veteran status.

Subcontractor will abide by all Department of Labor and OSHA rules, regulations and safety practices and all EEO and affirmative action as required by law and by contract requirements.

Subcontractor shall indemnify and hold harmless the Contractor from all liabilities, claims, or demands for injuries or damages to any persons or property which shall arise out of the work of the Subcontractor under this agreement.

This contract is subject to Architect/owner approval of materials, shop drawings, samples, etc.

Extras shall be allowed only if authorized in writing.

The subcontractor shall man the project with an adequate number of qualified personnel to expeditiously complete the work as required and as directed by Contractor. If any of the work is found to be defective or if the subcontractor fails to comply with the provisions here in or does not provide an adequate number of qualified workers on the job as determined by the Contractor, the Contractor may provide written default notice to the subcontractor. The subcontractor shall have 3 days to cure the default by correcting the defective work, complying with the provisions herein or providing an adequate number of qualified workers to the job. If the default is not cured during the notice period, the contractor may terminate the contract and recover any additional costs incurred in completing the work including delay and disruption damages.

If any damages are assessed against the Contractor by reason of delay in completion directly or indirectly resulting from delay of subcontractor in performance of Subcontractor's work, the Subcontractor agrees to pay to the Contractor such direct or indirect damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work required of subcontractor by this Subcontract.

If the Subcontractor for any reason fails or is unable to commence, prosecute and complete the work under this Subcontract, skillfully, promptly, and diligently, or shall be involved in any insolvency, bankruptcy, or debtor's proceedings, Contractor shall have the right, if it so elects, and without prejudice to any other rights it may have, by giving seventy-two hours written notice to Subcontractor, to take over or cause others to take any work being Performed under this Subcontract, or any part thereof together with any tools, equipment, appliances, materials, and supplies and to complete the work for the account of the Subcontractor by whatever method Contractor deems expedient. No material, equipment, tools, etc. stored or used on the job site at time of receipt of this notice can be removed or relocated from job site. In such an event no further payment to subcontractor shall be made until said project is completed, accepted and paid by Owner. Then, if the unpaid balance of the subcontractor price exceeds the entire cost of completing said work, such excess amount shall be paid to Subcontractor or receivership, bankruptcy or whatever may be the successor for the Subcontractor. However, if such entire cost exceeds unpaid balance, Subcontractor or its successor shall immediately pay the entire amount of such excess to Contractor.

OWNER / ARCHITECT / CONTRACTOR INFORMATION

Project Number 1004
Project Name Shelby County Courthouse
Project Address 301 East Main Street
Shelbyville, IL 62565

Owner's Representative Jim Warren
Owner Shelby County
Owner's Address 301 East Main Street
Shelbyville, IL 62565
Owner's Phone 217-273-0578
Owner's Fax

Architect's Representative Richard Morse
Architect Melotte Morse Leonatti Parker, Ltd.
Architect's Address 213 ½ South Sixth Street
Springfield, IL 62701-1502
Architect's Phone 217-789-9515
Architect's Fax 217-789-9518

Project Manager Matthew Goebel
Project Manager's Phone 618-467-3422
Project Manager's Fax 618-466-9284
Project Manager's Mobile 314-330-8997

Project Superintendent Claude Lane
Super. / Jobsite Fax
Super. / Jobsite Phone
Superintendent's Mobile 618-781-4482

CONTRACTS

The signed subcontract along with insurance certificates and bonds (if required) must be returned within five (5) calendar days from receipt, or the agreement shall become null and void, at the option of the General Contractor.

Please sign and return both copies of the completed contracts. One (1) fully executed copy of the contract agreement, having original signatures, will be returned for your record.

AFFIRMATIVE ACTION CONTRACTORS AGREEMENT

During the performance of this Contract, the Subcontractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or handicap. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the Provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising a labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor' non-compliance with the Equal Opportunity clause of this contract or with any of such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontractor or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, so such provisions will be binding upon each subcontractor or vendor. The Contractor will take each action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such

provis. including sanctions for noncompliance; PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with litigation's with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the above, the Contractor will be required to comply with all requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-2000d-4), 24 CFR Part I; Fair Housing Act (42 U.S.C. 3601-36), 24 CFR Part 100: Executive Orders 11063 (Equal Opportunity in Housing), 11246 (Equal Opportunity): and 12138 (Women's Business Enterprise); Section 3 of the HUD Act of 1968, as amended, (123 U.S.C. 1701u), 24 CFR Part 135, Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.), 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.

The provisions of the Act of General Assembly of the State of Illinois entitle "An Act of Prohibit Discrimination and Intimidation on Account of Race or Color in the Employment under Contracts for Public Buildings or Public Works", approved July 8, 1977, as well as the Equal Employment Opportunity clause required by the Illinois Fair Employment Practices Commission, are hereby made a part of the contract the same as if incorporated verbatim herein.

8. Utilization of Minority Business

a. It is the policy of this Authority that minority businesses shall have the maximum practicable opportunity to participate in the performance of contracts of the Authority. This Authority has established a goal of at least 20% of its approved CIAP funds be awarded to contracts with MBE construction Contractors, architect/engineers, consultants, material suppliers, or to be purchased from MBE's under the HUD Consolidated Supply Program.

b. The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business" means a business with at least 51% minority ownership, control or distribution of profit and losses and whose management and daily business operations are controlled by a minority individual. For the purposes of this definition, minority group members are African-Americans (Blacks), Hasidic Jews, Spanish-speaking Americans, American Indians, Aleuts, Puerto Ricans, Asian Pacific Americans, and Asian Indians.

c. Contractors may rely on written representation by a subcontractor regarding its status as a minority business in lieu of an independent investigation.

9. Employment and Training Opportunities for Residents of Public Housing

a. It is the policy of the Authority to provide to the greatest extent feasible, opportunities for training and employment be given by construction Contractors and subcontractors to tenants of public housing owned by the Authority and Section 8 tenants.

b. The Contractor agrees to use its best efforts to carry out this policy in accordance with the Authority's Affirmative Action Plan and in the awarding of its subcontracts to the fullest extent consistent with the efficient performance of this contract.

Morrissey Construction Company is committed to non-discrimination and affirmative action in employment. Any person who applies for a job with this company will not be discriminated against because of race, color, creed, ancestry, religion, age handicap, sex, national origin, citizenship, disabled veteran or Vietnam veteran status.

This company is morally and legally committed to Equal Employment Opportunity in accordance with the Civil Rights Act of 1964 and Executive Order 11246 and 11375, as amended.

All qualified applicants are welcome and encouraged to apply for jobs with this company.

We are required to include the above provisions of non-discrimination in employment in every subcontract agreement.

This is to advise you that these provisions are a part of your subcontract agreement and that we do require you to comply fully and completely therewith. You are required to comply with all the EEO/Affirmative Action provisions of your subcontract agreement.

Equal Opportunity Provisions

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising such labor union or workers' representatives of the contractor's commitments hereunder, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

No Conflicts Certification

No member, officer, employee, representative or agent of The Illinois Housing Development Authority (the "Authority"), or the business associates or members of the immediate families of such individuals, has any interest in this contract, or any contract or subcontract, or the proceeds of any such contract or subcontract, entered into in connection with this contract.

Compliance with Davis-Bacon Act

The wages to be paid to all laborers and mechanics, if any, employed in connection with the attached contract shall not be less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed as determined by the United States Secretary of Labor. The contractor shall provide evidence (satisfactory to the Authority) that all

laborers and mechanics have been paid at rates not less than the prevailing wages as determined by United States Secretary of Labor.

Local Preference

The construction work to be performed under this contract (the "Project") shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u), that to the greatest extent feasible, (i) opportunities for training and employment shall be given to lower income residents of the unit of local government, metropolitan area or non-metropolitan county (as determined by the Secretary of HUD) in which the Project is located; and (ii) contracts for construction work in connection with the Project shall be awarded to business concerns engaged in the business of construction that are located in, or owned in substantial part by, persons residing in the same unit of local government, metropolitan area or non-metropolitan county as is the Project. Without limiting the generality of the foregoing, the contractor shall comply with (i) the provisions of the Section 3 Compliance Manual issued by the Authority (ii) the provisions of the Section 3 Clause, 24 CFR 135.38, attached hereto as Exhibit A.

Additional Provisions

Any and all references herein to laws, statutes, regulations, rules, manuals or orders shall be deemed to include any and all applicable amendments, modifications, supplements, restatements and successors thereto, together with any and all rules, regulations, manuals and orders issued in connection with such laws, statutes, regulations, rules, manuals or orders. No omission of any reference to any applicable law, statute, regulation, rule, manual, order or similar instrument shall constitute a waiver or limitation as to the applicability or enforceability thereof and the parties hereto shall comply with the same irrespective of any such omission.

Subcontracts

The contractor shall insert, or cause to be inserted, into each subcontract (of any tier) the provisions of the foregoing Sections.

Retainage

The contractor hereby acknowledges that all payments to be made under this contract are subject to the retainage requirements set forth in the Loan Agreement executed by the owner and the Authority.

SECTION 3 AGREEMENT

All section 3 covered contracts shall include the following clause, together with any and all applicable supplements and amendments thereto (referred to as the section 3 clause):

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by the HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under the section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

We earnestly solicit your full and immediate cooperation in this matter.

INSURANCE REQUIREMENTS

Before commencing the work, the Subcontractor shall procure and maintain at its own expense until completion and final acceptance of the work, at least, a certificate from all insurance companies showing that the required insurance is in force, stating policy numbers, date of expiration, and limits of liability there under, and further providing that the insurance will not be canceled or changed prior to, at least, thirty (30) days after written notice of such cancellation or change has been given to Contractor as evidenced by return receipt of registered or certified letter. Failure of the Contractor to strictly enforce this provision shall not relieve the Subcontractor of its obligation to comply.

If the Subcontractor fails to procure and maintain such insurance, Contractor shall have the right to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor for the Subcontractor shall be retained from any monies then due or which would thereafter become due to the Subcontractor. Coverage under such policy shall be primary with MCC and the Owner's insurance policies being excess over the Subcontractor's coverage.

A. Workmen's Compensation & Employer's Liability Insurance:

1.) Workmen's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, or the Scaffolding Act, the Subcontractor shall extend his Workmen's Compensation Insurance to provide and maintain in full force and effect during the period covered by this subcontract, insurance against the liability imposed under either or both of these Acts as applicable.

B. Comprehensive General Liability Insurance including but not limited to the following coverage:

- 1.) Premises - Operations Liability.
- 2.) Explosion and Collapse Hazard.
- 3.) Underground Hazard.
- 4.) Products - Completed Operations Hazard.
- 5.) Contractual Liability with respect to personal injury or property damage assumed under this subcontract agreement.
- 6.) Broad Form Property Damage Liability.

Independent Contractors (Contractor's Protective) Liability if the subcontractor sublets any portion of the work under this subcontract agreement. other

8.) Personal Injury Liability.

9.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

C. Comprehensive Automobile Liability Insurance including the following coverage's:

1.) Owned vehicles.

2.) Hired vehicles.

3.) Non-Owned vehicles.

4.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

The above insurance contracts shall name the following as additional insureds in the insurance policy.

CONTRACT: Morrissey Construction Company
P.O. Box 189
Godfrey, IL 62035

OWNER: Shelby County
301 East Main Street
Shelbyville, IL 62565

ARCHITECT: Melotte Morse Leonatti Parker, Ltd.
213 ½ South Sixth Street
Springfield, IL 62701-1502

ALL SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR

Original Certificates of Insurance in the type and amount specified by the Contract Documents must be **on file in Morrissey Construction Company office prior to the subcontractor commencing any work.**

PLEASE SEE ATTACHED SAMPLE CERTIFICATE OF INSURANCE.

SUBMITTAL PROCESS

All shop drawings, catalog cuts, samples and descriptive data shall be submitted to the General Contractor' Project Manager in accordance with the contract documents. Include the name of the project, name of supplier or subcontractor, description of product and applicable section of the specifications.

Make all submittals in a timely manner to secure necessary approvals and lead time to adhere to project schedule. Allow 14 days for return of shop drawings. All submittals must be received by General Contractor within 7 days of receipt of contract due to the short project duration.

Submittals shall be provided in accordance with the specifications:

No substitutions or deviations from the drawings and/or specifications will be allowed without the prior specific written authorization of Melotte Morse Leonatti Parker , Ltd.

PERFORMANCE / PAYMENTS BONDS

100% Payment and Performance Bonds

SCHEDULE OF VALUES

Within five (5) working day of receipt of contract, each subcontractor is required to submit a schedule of values breakdown of their work. This schedule should be submitted on the enclosed form "Original Contract".

The original contract form may include a predetermined breakdown of your work, if so complete the breakdown by inserting the values of each division of work and return this information as instructed above.

PAY REQUEST PROCEDURE

Payment Cover Sheet - Progress payment shall be in accordance with the contract documents.

Original Contract Work - This breakdown includes only the original contract amounts. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The totals at the bottom of this form shall be transferred to the bottom of Change Orders form.

Change Orders - This breakdown includes only the approved change orders which have been issued on the project. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The grand totals at the bottom on this form shall be transferred to the first four lines of the Payment Cover Sheet.

The General Contractor, will not be responsible for requests rendered after the time specified. Requests for payment received after the time specified will be held for the following month's pay request.

Subcontractor and supplier payments will be made in the amount of 90% within seven (7) working days of receipt by The General Contractor, of payment from the Owner.

The pay request process is outlined below.

A monthly Pay/Progress meeting will be held (TO BE DETERMINED) of the month at (TBD) at the job site.

Attendance is mandatory if you are performing any work on the job site. Pay Requests will be made every 30 days. Therefore the following schedule has been established for the Pay/Progress meetings:

**Subs Pay Request
To MCC**

TBD

**Pay/Progress
Meeting Date**

TBD

Your monthly pay request or invoice(s) is due on the attached forms in our office no later than the dates above. **FAX COPIES WILL NOT BE ACCEPTED.** The original signed, notarized, Subcontract Pay Request Forms with exhibits must be received in our office no later than the above dates if it is to be included in the monthly pay request. **NO EXCEPTIONS!**

The enclosed **Subcontractor/Supplier Affidavit** is required with each pay request along with lien waivers from the prior pay request, including your lien waiver and lien waivers from all your subcontractors and suppliers. Lien waivers must be returned immediately.

COMPLIANCE REQUIREMENTS

Shelby County Courthouse requires all State of Illinois Prevailing Wage Payroll Compliance Requirements including the following:

1. **Labor Relations Agreement – One Time Submittal (ATTACHED)**
2. **Contractor's Certification – One Time Submittal (ATTACHED)**
3. **Non Collusive Affidavit-One Time Submittal**
4. **Weekly Certified Payroll Compliance – TO BE SUBMITTED TO MCC WEEKLY**
 - a. Weekly Payroll Forms and Instructions
5. **Prevailing Wage Requirements for Shelby County.**
6. **W-9 Request for Taxpayers Identification Number and Certification.**

PROJECT SCHEDULE

Construction will be ready to commence by May 21, 2012 with construction completion by October 19, 2012.

A detailed project schedule is attached. This progress schedule is subject to change. Subcontractor/Supplier agrees to make all schedule adjustments as requested by Contractor.

Each subcontractor and supplier will be furnished updated schedules. Inability to perform as scheduled shall require written notice to our office within three (3) working days of receipt of schedule. Non response to distributed construction schedules constitutes acceptance of the information shown. The current construction schedule is enclosed and is a requirement of your contract.

Time is of the essence in this Subcontract. Subcontractor shall prosecute and complete the work in a prompt and diligent manner whenever such work, or any part of it, becomes available, and at such other time or times as may be directed by the Contractor. Subcontractor shall not, by delay or otherwise, interfere with or hinder others working on the same project.

Subcontractor/Supplier shall be responsible for shop drawings, sample submittals in ample time to enable shipment of necessary materials and equipment to the jobsite on a timely basis. Subcontractor shall periodically, if requested, furnish progress and delivery schedules, reports, and such information as Contractor deems necessary for critical and crucial items.

The Subcontractor agrees to pay to the Contractor such direct damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work as required of subcontractor by this Subcontract.

LIQUIDATED DAMAGES

If the subcontractor or supplier fails to complete the work as required, or causes delay to the General Contractor or other subcontractors, which results in delayed completion, and if the Owner assesses liquidated damages, then subcontractor or supplier shall be liable for and pay the general contractor for liquidated damages of (???) **per day**. This clause is in addition to and does not limit other rights given to the General Contractor in the agreement or by law.

LAYOUT

The General Contractor will layout buildings corners and provide a reference elevation on each floor for the use of all subcontractors. All subcontractors are responsible for all layout and measurements required to complete their work in accordance with the contract documents.

CLEAN-UP

Each subcontractor shall be responsible for clean up. Remove its cartons, crates, boxes and debris at the end of each work day. Trash shall be removed from each floor of the building on a daily basis. Please inform your Job Superintendent or Foreman of this requirement.

Should any subcontractor repeatedly fail or refuse to perform its own cleanup, the Superintendent shall give notice and have this work performed by others. The entire cost of cleanup, including handling charges, shall be assessed to the party responsible. Further notice to the subcontractor will not be issued.

CLEANUP IS NOT AN EXCLUSION OF ANY SUBCONTRACTOR.

STORED MATERIALS

The specifications do not allow for payment of stored materials.

MATERIAL SHIPMENTS

Material shipments shall be consigned to:

Shelby County Courthouse
C/O Morrissey Construction Company
301 East Main Street
Shelbyville, IL 62565

Failure to ship material in accordance with the Project Schedule shall constitute a breach of the Purchase Order agreement. Termination without penalty may follow.

SAFETY REQUIREMENTS

The Morrissey Construction Company's safety Program is hereby incorporated into this contract. A copy will be provided upon receipt of written request.

Safety is the first priority!

The Subcontractor agrees to observe and comply with the provisions and requirements of the Safety Program and the Williams-Steiger Occupational Safety and Health Act of 1970 as amended, (OSHA) and applicable safety rules and regulations in performance of the work hereunder, to assume all responsibilities of the Contractor from all penalties, damages or other loss resulting from failure to do so. All subcontractors are responsible for all personal protective equipment for its employees.

The subcontractor/supplier agrees to indemnify and hold contractor harmless for, or and from, any loss including but not limited to any fines, penalties and corrective measures, contractor may sustain by reason of subcontractor's/supplier's failure to comply with said laws, rules and regulations in connection with the performance, design, manufacture and/or construction of such equipment, materials and/or supplies purchased hereunder, of said contract.

The subcontractor/supplier warrants that the equipment, materials and/or supplies purchased hereunder are designed, manufactured and/or constructed so as to comply with all federal, state and local safety rules and regulations including, but not limited to, the Occupational Safety and Health Act of 1970.

Morrissey Construction Company is firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees and the quality of construction are a paramount concern. The use, possession or distribution of drugs in the work place is inconsistent with the achievement of these objectives. Strict adherence to maintaining a drug and alcohol free workplace and drug testing must be observed at all times. Accordingly, in order to enhance the safety of the workplace and to maintain a drug free work environment, all employees must undergo drug screening prior to commencing work. This will be a drug testing project and all workers must pass a drug test prior to commencing work on this project.

HOISTING

Subcontractors shall perform all unloading, hoisting, rigging, and final placement of all materials included in their subcontract and materials furnished by others and Installed by Subcontractor.

ACCESS TO WORK

Subcontractor shall furnish all scaffolding, ladders, swing stages, or any other means or methods that may be required to gain access to their work. All access equipment must comply will all OSHA and local safety requirements.

COORDINATION

The subcontractor is responsible for coordinating the requirements of its work with continuous work of other trades, to insure the proper matching and fitting of its work. Failure on the part of the subcontractor to comply with this requirement shall not be considered as a basis for establishing an extra to the subcontractor. All extra costs to correct the work to comply with the contract documents shall be the responsibility of the subcontractor.

TESTING

Unless otherwise noted, testing shall be the responsibility of the owner. Subcontractors are responsible for assisting in all testing as requested by the General Contractor, the architect or owner. Testing shall be performed by the subcontractor at no cost to contractor in accordance with the respective specification sections.

EXHIBIT B

FURNISH & INSTALL A COMPLETE BID PACKAGE ONE-GENERAL TRADES PER THE PLANS DATED MARCH 16, 2012 AND SPECIFICATIONS DATED MARCH 16, 2012.

CERTIFICATE OF INSURANCE

Date(mm/dd/yy)
07/24/2003

PRODUCER

Insurance Agent's Name
Insurance Agent's Mailing Address
Insurance Agent's City, State & Zip

THIS CERTIFICATE IS ISSUE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

Subcontractor's Name
Subcontractor's Street Address
Subcontractor's City, State & Zip

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	Policy Number	Eff Date	Exp Date	General Aggregate	\$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Products-Comp/Op Agg	\$2,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				Personal & Adv Injury	\$1,000,000
	<input type="checkbox"/> Owner's & Contractor's Prot				Each Occurrence	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability				Fire Damage (Any one fire)	\$ 50,000
<input checked="" type="checkbox"/> Per Project Aggregate	Med Exp (Any one person)	\$ 5,000				
A	AUTOMOBILE LIABILITY	Policy Number	Eff Date	Exp Date	Combined Single Limit	\$1,000,000
	<input checked="" type="checkbox"/> Any Auto				Bodily Injury (per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$
	<input checked="" type="checkbox"/> Hired Autos				Auto Only-Ea Accident	\$
<input checked="" type="checkbox"/> Non-Owned Autos	Other than Auto Only	\$				
	GARAGE LIABILITY				Each Accident	\$
	<input type="checkbox"/> Any Auto				Aggregate	\$
					Each Occurrence	\$1,000,000
A	EXCESS LIABILITY	Policy Number	Eff Date	Exp Date	Aggregate	\$1,000,000
	<input checked="" type="checkbox"/> Umbrella Form					\$
<input type="checkbox"/> Other than Umbrella Form						
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> Statutory Limits	
	The Proprietor/ Partner/ Executive Officers are: <input checked="" type="checkbox"/> Incl <input type="checkbox"/> Excl				Each Accident	\$ 500,000
					Disease-Policy Limit	\$ 500,000
					Disease-Each Employee	\$ 500,000
	OTHER (stored materials if applicable)					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL LIMITS

Project Name: Shelby County Courthouse #1004/111084

Shelby County, Morrissey Construction Company, Melotte Morse Leonatti Parker, Ltd. are added as additional insured under contractors Comprehensive General Liability policy. Coverage under such policy shall be primary with Morrissey Construction Company and Owner's insurance policies being excess over the subcontractor's coverage. The worker's compensation and general liability policies include a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Morrissey Construction Company
Attn: Laurie Howell
PO Box 189, Godfrey IL 62035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

EXHIBIT C

Sheet No.	Revision Date	Description
G1.0	3/16/2012	Cover Sheet
G1.1	3/16/2012	Abbrev & General Notes
A1.0	3/16/2012	Ground and 1st Floor New
A1.1	3/16/2012	2nd and Mech Floor New
A1.2	3/16/2012	Attic & Roof New
A2.0	3/16/2012	Exterior Elevation-North & East
A2.1	3/16/2012	Exterior Elevation-South & West
A3.0	3/16/2012	Window Schedule & Types
A3.1	3/16/2012	Stair Plans and Interior Elevations
A4.0	3/16/2012	Section Details
A4.1	3/16/2012	Window Sections
A4.2	3/16/2012	Site Details
AD1.0	3/16/2012	Ground & 1st Floor Demo
AD1.1	3/16/2012	2nd & Mechanical Floor Demo
AD1.2	3/16/2012	Attic & Roof Demo
AD1.3	3/16/2012	Existing Conditions
Alt 1.0	3/16/2012	Alternate-New Vestibule
Alt 1.1	3/16/2012	Alternate-New Vestibule

FOR CONSTRUCTION USE

Sheet No.	Revision Date	Description
M1.1	3/16/2012	Mechanical Ground & 1st Floor Plans
M1.2	3/16/2012	Mechanical 2nd, Attic and Alt 1 Floor Plans
M2.1	3/16/2012	Well Field Layout & Details
M2.2	3/16/2012	Heat Pump System Flow Diagram
M2.3	3/16/2012	Mechanical Details
M3.1	3/16/2012	Mechanical Schedules
ME 1.0	3/16/2012	Mech/Elect Demo Ground & 1st Floor Plans
ME 2.0	3/16/2012	Mech/Elect Demo Second & Attic Floor Plans

FOR CONSTRUCTION USE

Sheet No.	Revision Date	Description
E1.1	3/16/2012	Electrical Ground & 1st Floor Plans
E1.2	3/16/2012	Electrical Second, Attic & Alt 1 Floor Plan
E2.1	3/16/2012	Electrical Schedules & Details

MORRISEY

CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Color
1	Foundation	2 days	Wed 7/15/12	Wed 7/15/12	Jan																																
2	Site Prep	2 days	Thu 7/16/12	Fri 7/16/12	Jan																																
3	Foundation	2 days	Mon 7/16/12	Tue 7/17/12	Jan																																
4	Clearing and site work	5 days	Tue 7/17/12	Tue 7/24/12	Jan																																
5	Roofing	10 days	Wed 7/18/12	Tue 8/14/12	Jan																																
6	Roofing	10 days	Wed 8/1/12	Tue 8/14/12	Feb																																
7	Structure and ground																																				



Project: **Shenoy's Courthouse Renovation**
 Date: **Fri 5/4/12**

Task: **Critical Task** (Selected)

Summary: **Raised Up Task** (Selected)

Progress: **Summary** (Selected)

Summary: **Raised Up Critical Task** (Selected)

Raised Up Milestone: **Split** (Selected)

Raised Up Predecessor: **Project Summary** (Selected)

Summary: **Project Summary** (Selected)

Group By: **Summary** (Selected)

Disable: **Disable** (Selected)



AIA[®] Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 8th day of May in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

and the Contractor:
(Name, legal status, address and other information)

King-Lar Company
2020 E. Olive Street
P.O. Box 317
Decatur, IL 62525
Telephone Number: 217-429-2323 Ext. 17
Fax Number: 217-429-2381

for the following Project:
(Name, location and detailed description)

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

The Construction Manager:
(Name, legal status, address and other information)

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

The Architect:
(Name, legal status, address and other information)

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

The Owner and Contractor agree as follows.

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User Notes:

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(1333097588)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Scope of Work: Furnish & Install a Complete Bid Package Two Mechanical/Electrical Trades.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 21, 2012

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

Not Applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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User Notes:

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- [X] Stipulated Sum, in accordance with Section 4.2 below
[] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Four Hundred Twenty Thousand Dollars (\$ \$420,000.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

\$14,000.00 Alternate 1

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Table with 3 columns: Item, Units and Limitations, Price per Unit (\$0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Table with 2 columns: Item, Allowance

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

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User Notes:

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(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

(Paragraphs deleted)

§

or self-performs;

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- [] Litigation in a court of competent jurisdiction.
- [] Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

Init.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraphs deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

§ 8.4 The Contractor's representative:
(Name, address and other information)

E. Scott Lamb
2020 E. Olive Street
P.O. 317
Decatur, IL 62525
Telephone Number: 217-429-2323 Ext. 17
Fax Number: 217-429-2381
Mobile Number: 217-454-2124
Email Address: scottlamb@kinglar.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA 201	General Conditions		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

All Specifications dated March 16, 2012

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attached Exhibit C

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda 1	March 27, 2012	
Addenda 2	March 30, 2012	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
 - Exhibit A Project Manual
 - Exhibit B-Work Scope Package
 - Exhibit C-Plan List
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:
 (List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

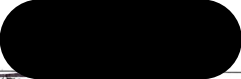
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Contractor’s Performance & Payment Bonds (AIA Document 312	100% Payment and Performance Bond
Commercial General Liability	
\$1,000,000 each occurrence	
\$100,000 fire damage (any one fire)	
\$5,000 medical expenses (any one person)	

\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

Bussellann Shelly County Chairman
(Printed name and title)

Public Building Committee


CONTRACTOR (Signature)

E. Scott Lamb *PRESIDENT*
(Printed name and title)

Additions and Deletions Report for

AIA[®] Document A132[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 8th day of May in the year 2012

...

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

...

King-Lar Company
2020 E. Olive Street
P.O. Box 317
Decatur, IL 62525
Telephone Number: 217-429-2323 Ext. 17
Fax Number: 217-429-2381

...

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

...

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

...

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

PAGE 3

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User Notes:

60

(1333097588)

Scope of Work: Furnish & Install a Complete Bid Package Two Mechanical/Electrical Trades.

...

May 21, 2012

...

Not Applicable

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

PAGE 4

Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be Four Hundred Twenty Thousand Dollars (\$ \$420,000.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

...

\$14,000.00 Alternate 1

...

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (_____ %) of the standard rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed _____ percent (____%) of the standard rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

~~§ 4.4.7.2~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

~~§ 4.4.7.3~~ Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

~~§ 4.4.7.4~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

PAGE 5

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 6

Not Applicable

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~
- ~~.2 Add the Contractor's Fee, less retainage of — percent (— %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of — percent (— %) from that portion of the Work that the Contractor self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of _____ percent (____%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of _____ percent (____%) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§
or self-performs;

...

- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

...

[] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

PAGE 7

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.~~

~~§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:~~

- ~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~
- ~~.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and~~
- ~~.3 Subtract the aggregate of previous payments made by the Owner.~~

~~§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.~~

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

...

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

...

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

...

E. Scott Lamb
2020 E. Olive Street
P.O. 317
Decatur, IL 62525
Telephone Number: 217-429-2323 Ext. 17
Fax Number: 217-429-2381
Mobile Number: 217-454-2124
Email Address: scottlamb@kinglar.com

...

AIA 201

General Conditions

PAGE 8

All Specifications dated March 16, 2012

...

See Attached Exhibit C

...

Addenda 1
Addenda 2

March 27, 2012
March 30, 2012

...

Exhibit A Project Manual
Exhibit B-Work Scope Package
Exhibit C-Plan List

...

Contractor's Performance & Payment
Bonds (AIA Document 312


100% Payment and Performance Bond

Commercial General Liability
\$1,000,000 each occurrence
\$100,000 fire damage (any one fire)
\$5,000 medical expenses (any one person)
\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:25:07 on 05/08/2012 under Order No. 3450228623_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT

(Title)

May 9th, 2012

(Dated)

MORRISSEY
CONSTRUCTION COMPANY

705 SOUTHMOOR PLACE • P.O. BOX 189 • GODFREY, ILLINOIS 62035 • (618) 466-3112
FACSIMILE NUMBER (618) 466-9284
www.morrisseyconstruction.com
Email: info@morrisseyconstruction.com

Exhibit A

PROJECT INFORMATION MANUAL

Shelby County Courthouse
301 East Main Street
Shelbyville, IL 62565

Prepared by:

Morrissey Construction Company

705 Southmoor Place
Godfrey, IL 62035
(Phone) 618-466-3112
(Fax) 618-466-9284

PROJECT NUMBER

1004

INTRODUCTION

The "Project Information Manual" establishes the requirements for construction operations for this project. It will also serve as meeting notes for the Preconstruction Conference. The information contained in this manual is an integral part of the Contract Documents and shall have the same force and effect as the terms and conditions of the Subcontract or Purchase Order.

Our philosophy that a team relationship between our management and employees, subcontractors, suppliers, architects, and the owner is an essential element of a successful project. The foundation for teamwork is open communication. This manual and the Preconstruction Conference are intended to communicate our expectations to you and we welcome you to communicate your needs and expectations to us.

Restoration and Remodeling of the Historic Shelbyville Courthouse

301 East Main Street
Shelbyville, IL 62565
Shelby County, Illinois

Contract documents for all subcontractors and suppliers, in addition to this agreement include:
Plans and specifications by Melotte Morse Leonatti Parker Ltd. dated March 19, 2012 and Addendum 1 dated March 27, 2012 and Addendum 2 dated March 30, 2012, AIA document C132-2009 - 1997 Standard Form Agreement between Owner and Construction Manager and AIA A132-2009.

SCOPE OF WORK - SUPPLIER

Supplier acknowledges that time is of the essence on this project, and that the project schedule represents the current plan of coordinating and completing the contract work, including the Supplier's work, for the entire project. This schedule will be updated on at least a monthly basis to reflect actual conditions encountered on the project and Supplier agrees to abide by the updated schedule.

Supplier agrees that its contract sum includes all resources and costs necessary to achieve the schedule. Supplier further agrees that it will provide the necessary labor, equipment and material resources required to achieve this schedule.

If Supplier fails to perform its work in accordance with this schedule, and said failure delays other contractors or subcontractors, Supplier acknowledges that it will be responsible to the Contractor and others for damages encountered, as well as any liquidated or actual damages imposed by the Owner or Contractor under this Purchase Order Agreement.

Supplier agrees to indemnify, defend and hold Contractor harmless from all damages resulting from Supplier's failure to perform in accordance with this schedule and to reimburse Contractor for all costs related to same.

Should Supplier's work be delayed by factors beyond its control, Supplier agrees to make adjustments to its staffing plan and schedule, at no additional cost to Contractor.

SCOPE OF WORK - SUBCONTRACTOR

Subcontractor scope of work includes, but is not limited to, all labor and material for all work complete per contract requirements, plans and specifications and subcontract requirements. Work includes all miscellaneous items necessary to accomplish a complete and finished project.

Subcontractor shall install and protect all material and workmanship from damage by the elements or otherwise until completed, remove all improper material and work when so directed by the General Contractor. Subcontractor shall coordinate all work with Contractor. Subcontractor shall provide sufficient qualified workers on the job as requested by the General Contractor.

Subcontractor will provide all cleaning and disposal of waste materials and compound debris and rubbish during construction and provide final clean-up upon completion. Waste shall be deposited in dumpsters as provided by General Contractor. This subcontractor shall adhere to all OSHA and safety guidelines and keep worksite in a clean and safe working environment. All work and material shall comply with applicable codes and ordinances and contract documents.

Subcontractor agrees to take all affirmative action steps necessary to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, national origin, creed, ancestry, age, citizenship, disability, handicap or veteran status.

Subcontractor will abide by all Department of Labor and OSHA rules, regulations and safety practices and all EEO and affirmative action as required by law and by contract requirements.

Subcontractor shall indemnify and hold harmless the Contractor from all liabilities, claims, or demands for injuries or damages to any persons or property which shall arise out of the work of the Subcontractor under this agreement.

This contract is subject to Architect/owner approval of materials, shop drawings, samples, etc.

Extras shall be allowed only if authorized in writing.

The subcontractor shall man the project with an adequate number of qualified personnel to expeditiously complete the work as required and as directed by Contractor. If any of the work is found to be defective or if the subcontractor fails to comply with the provisions here in or does not provide an adequate number of qualified workers on the job as determined by the Contractor, the Contractor may provide written default notice to the subcontractor. The subcontractor shall have 3 days to cure the default by correcting the defective work, complying with the provisions herein or providing an adequate number of qualified workers to the job. If the default is not cured during the notice period, the contractor may terminate the contract and recover any additional costs incurred in completing the work including delay and disruption damages.

If any damages are assessed against the Contractor by reason of delay in completion directly or indirectly resulting from delay of subcontractor in performance of Subcontractor's work, the Subcontractor agrees to pay to the Contractor such direct or indirect damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work required of subcontractor by this Subcontract.

If the Subcontractor for any reason fails or is unable to commence, prosecute and complete the work under this Subcontract, skillfully, promptly, and diligently, or shall be involved in any insolvency, bankruptcy, or debtor's proceedings, Contractor shall have the right, if it so elects, and without prejudice to any other rights it may have, by giving seventy-two hours written notice to Subcontractor, to take over or cause others to take any work being Performed under this Subcontract, or any part thereof together with any tools, equipment, appliances, materials, and supplies and to complete the work for the account of the Subcontractor by whatever method Contractor deems expedient. No material, equipment, tools, etc. stored or used on the job site at time of receipt of this notice can be removed or relocated from job site. In such an event no further payment to subcontractor shall be made until said project is completed, accepted and paid by Owner. Then, if the unpaid balance of the subcontractor price exceeds the entire cost of completing said work, such excess amount shall be paid to Subcontractor or receivership, bankruptcy or whatever may be the successor for the Subcontractor. However, if such entire cost exceeds unpaid balance, Subcontractor or its successor shall immediately pay the entire amount of such excess to Contractor.

OWNER / ARCHITECT / CONTRACTOR INFORMATION

Project Number 1004
Project Name Shelby County Courthouse
Project Address 301 East Main Street
Shelbyville, IL 62565

Owner's Representative Jim Warren
Owner Shelby County
Owner's Address 301 East Main Street
Shelbyville, IL 62565
Owner's Phone 217-273-0578
Owner's Fax

Architect's Representative Richard Morse
Architect Melotte Morse Leonatti Parker, Ltd.
Architect's Address 213 ½ South Sixth Street
Springfield, IL 62701-1502
Architect's Phone 217-789-9515
Architect's Fax 217-789-9518

Project Manager Matthew Goebel
Project Manager's Phone 618-467-3422
Project Manager's Fax 618-466-9284
Project Manager's Mobile 314-330-8997

Project Superintendent Claude Lane
Super. / Jobsite Fax
Super. / Jobsite Phone
Superintendent's Mobile 618-781-4482

CONTRACTS

The signed subcontract along with insurance certificates and bonds (if required) must be returned within five (5) calendar days from receipt, or the agreement shall become null and void, at the option of the General Contractor.

Please sign and return both copies of the completed contracts. One (1) fully executed copy of the contract agreement, having original signatures, will be returned for your record.

AFFIRMATIVE ACTION CONTRACTORS AGREEMENT

During the performance of this Contract, the Subcontractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or handicap. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the Provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising a labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor' non-compliance with the Equal Opportunity clause of this contract or with any of such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontractor or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, so such provisions will be binding upon each subcontractor or vendor. The Contractor will take each action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such

provis including sanctions for noncompliance; PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with litigation's with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the above, the Contractor will be required to comply with all requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-2000d-4), 24 CFR Part I; Fair Housing Act (42 U.S.C. 3601-36), 24 CFR Part 100: Executive Orders 11063 (Equal Opportunity in Housing), 11246 (Equal Opportunity): and 12138 (Women's Business Enterprise); Section 3 of the HUD Act of 1968, as amended, (123 U.S.C. 1701u), 24 CFR Part 135, Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.), 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.

The provisions of the Act of General Assembly of the State of Illinois entitle "An Act of Prohibit Discrimination and Intimidation on Account of Race or Color in the Employment under Contracts for Public Buildings or Public Works", approved July 8, 1977, as well as the Equal Employment Opportunity clause required by the Illinois Fair Employment Practices Commission, are hereby made a part of the contract the same as if incorporated verbatim herein.

8. Utilization of Minority Business

a. It is the policy of this Authority that minority businesses shall have the maximum practicable opportunity to participate in the performance of contracts of the Authority. This Authority has established a goal of at least 20% of its approved CIAP funds be awarded to contracts with MBE construction Contractors, architect/engineers, consultants, material suppliers, or to be purchased from MBE's under the HUD Consolidated Supply Program.

b. The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business" means a business with at least 51% minority ownership, control or distribution of profit and losses and whose management and daily business operations are controlled by a minority individual. For the purposes of this definition, minority group members are African-Americans (Blacks), Hasidic Jews, Spanish-speaking Americans, American Indians, Aleuts, Puerto Ricans, Asian Pacific Americans, and Asian Indians.

c. Contractors may rely on written representation by a subcontractor regarding its status as a minority business in lieu of an independent investigation.

9. Employment and Training Opportunities for Residents of Public Housing

a. It is the policy of the Authority to provide to the greatest extent feasible, opportunities for training and employment be given by construction Contractors and subcontractors to tenants of public housing owned by the Authority and Section 8 tenants.

b. The Contractor agrees to use its best efforts to carry out this policy in accordance with the Authority's Affirmative Action Plan and in the awarding of its subcontracts to the fullest extent consistent with the efficient performance of this contract.

Morrissey Construction Company is committed to non-discrimination and affirmative action in employment. Any person who applies for a job with this company will not be discriminated against because of race, color, creed, ancestry, religion, age handicap, sex, national origin, citizenship, disabled veteran or Vietnam veteran status.

This company is morally and legally committed to Equal Employment Opportunity in accordance with the Civil Rights Act of 1964 and Executive Order 11246 and 11375, as amended.

All qualified applicants are welcome and encouraged to apply for jobs with this company.

We are required to include the above provisions of non-discrimination in employment in every subcontract agreement.

This is to advise you that these provisions are a part of your subcontract agreement and that we do require you to comply fully and completely therewith. You are required to comply with all the EEO/Affirmative Action provisions of your subcontract agreement.

Equal Opportunity Provisions

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising such labor union or workers' representatives of the contractor's commitments hereunder, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

No Conflicts Certification

No member, officer, employee, representative or agent of The Illinois Housing Development Authority (the "Authority"), or the business associates or members of the immediate families of such individuals, has any interest in this contract, or any contract or subcontract, or the proceeds of any such contract or subcontract, entered into in connection with this contract.

Compliance with Davis-Bacon Act

The wages to be paid to all laborers and mechanics, if any, employed in connection with the attached contract shall not be less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed as determined by the United States Secretary of Labor. The contractor shall provide evidence (satisfactory to the Authority) that all

laborers and mechanics have been paid at rates not less than the prevailing wages as determined by United States Secretary of Labor.

Local Preference

The construction work to be performed under this contract (the "Project") shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u), that to the greatest extent feasible, (i) opportunities for training and employment shall be given to lower income residents of the unit of local government, metropolitan area or non-metropolitan county (as determined by the Secretary of HUD) in which the Project is located; and (ii) contracts for construction work in connection with the Project shall be awarded to business concerns engaged in the business of construction that are located in, or owned in substantial part by, persons residing in the same unit of local government, metropolitan area or non-metropolitan county as is the Project. Without limiting the generality of the foregoing, the contractor shall comply with (i) the provisions of the Section 3 Compliance Manual issued by the Authority (ii) the provisions of the Section 3 Clause, 24 CFR 135.38, attached hereto as Exhibit A.

Additional Provisions

Any and all references herein to laws, statutes, regulations, rules, manuals or orders shall be deemed to include any and all applicable amendments, modifications, supplements, restatements and successors thereto, together with any and all rules, regulations, manuals and orders issued in connection with such laws, statutes, regulations, rules, manuals or orders. No omission of any reference to any applicable law, statute, regulation, rule, manual, order or similar instrument shall constitute a waiver or limitation as to the applicability or enforceability thereof and the parties hereto shall comply with the same irrespective of any such omission.

Subcontracts

The contractor shall insert, or cause to be inserted, into each subcontract (of any tier) the provisions of the foregoing Sections.

Retainage

The contractor hereby acknowledges that all payments to be made under this contract are subject to the retainage requirements set forth in the Loan Agreement executed by the owner and the Authority.

SECTION 3 AGREEMENT

All section 3 covered contracts shall include the following clause, together with any and all applicable supplements and amendments thereto (referred to as the section 3 clause):

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by the HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under the section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

We earnestly solicit your full and immediate cooperation in this matter.

INSURANCE REQUIREMENTS

Before commencing the work, the Subcontractor shall procure and maintain at its own expense until completion and final acceptance of the work, at least, a certificate from all insurance companies showing that the required insurance is in force, stating policy numbers, date of expiration, and limits of liability there under, and further providing that the insurance will not be canceled or changed prior to, at least, thirty (30) days after written notice of such cancellation or change has been given to Contractor as evidenced by return receipt of registered or certified letter. Failure of the Contractor to strictly enforce this provision shall not relieve the Subcontractor of its obligation to comply.

If the Subcontractor fails to procure and maintain such insurance, Contractor shall have the right to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor for the Subcontractor shall be retained from any monies then due or which would thereafter become due to the Subcontractor. Coverage under such policy shall be primary with MCC and the Owner's insurance policies being excess over the Subcontractor's coverage.

A. Workmen's Compensation & Employer's Liability Insurance:

1.) Workmen's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, or the Scaffolding Act, the Subcontractor shall extend his Workmen's Compensation Insurance to provide and maintain in full force and effect during the period covered by this subcontract, insurance against the liability imposed under either or both of these Acts as applicable.

B. Comprehensive General Liability Insurance including but not limited to the following coverage:

- 1.) Premises - Operations Liability.
- 2.) Explosion and Collapse Hazard.
- 3.) Underground Hazard.
- 4.) Products - Completed Operations Hazard.
- 5.) Contractual Liability with respect to personal injury or property damage assumed under this subcontract agreement.
- 6.) Broad Form Property Damage Liability.

Independent Contractors (Contractor's Protective) Liability if the subcontractor sublets any portion of the work under this subcontract agreement. other

8.) Personal Injury Liability.

9.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

C. Comprehensive Automobile Liability Insurance including the following coverage's:

1.) Owned vehicles.

2.) Hired vehicles.

3.) Non-Owned vehicles.

4.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

The above insurance contracts shall name the following as additional insureds in the insurance policy.

CONTRACT: Morrissey Construction Company
P.O. Box 189
Godfrey, IL 62035

OWNER: Shelby County
301 East Main Street
Shelbyville, IL 62565

ARCHITECT: Melotte Morse Leonatti Parker, Ltd.
213 ½ South Sixth Street
Springfield, IL 62701-1502

ALL SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR

Original Certificates of Insurance in the type and amount specified by the Contract Documents must be **on file in Morrissey Construction Company office prior to the subcontractor commencing any work.**

PLEASE SEE ATTACHED SAMPLE CERTIFICATE OF INSURANCE.

CERTIFICATE OF INSURANCE

Date(mm/dd/yy)
07/24/2003

PRODUCER

Insurance Agent's Name
Insurance Agent's Mailing Address
Insurance Agent's City, State & Zip

THIS CERTIFICATE IS ISSUE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

INSURED

Subcontractor's Name
Subcontractor's Street Address
Subcontractor's City, State & Zip

COMPANY
B
COMPANY
C
COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	Policy Number	Eff Date	Exp Date	General Aggregate	\$2,000,000	
	<input checked="" type="checkbox"/> Commercial General Liability				Products-Comp/Op Agg	\$2,000,000	
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				Personal & Adv Injury	\$1,000,000	
	<input type="checkbox"/> Owner's & Contractor's Prot				Each Occurrence	\$1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability				Fire Damage (Any one fire)	\$ 50,000	
	<input checked="" type="checkbox"/> Per Project Aggregate				Med Exp (Any one person)	\$ 5,000	
A	AUTOMOBILE LIABILITY	Policy Number	Eff Date	Exp Date	Combined Single Limit	\$1,000,000	
	<input checked="" type="checkbox"/> Any Auto				Bodily Injury (per person)	\$	
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$	
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$	
	<input checked="" type="checkbox"/> Hired Autos				Auto Only-Ea Accident	\$	
	<input checked="" type="checkbox"/> Non-Owned Autos				Other than Auto Only		
	GARAGE LIABILITY				Each Accident	\$	
	<input type="checkbox"/> Any Auto				Aggregate	\$	
					Each Occurrence	\$1,000,000	
					Aggregate	\$1,000,000	
A	EXCESS LIABILITY	Policy Number	Eff Date	Exp Date		\$	
	<input checked="" type="checkbox"/> Umbrella Form				Each Occurrence	\$1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> Statutory Limits		
					<input type="checkbox"/> Other than Umbrella Form	Aggregate	\$1,000,000
					The Proprietor/ Partner/ Executive Officers are: <input checked="" type="checkbox"/> Incl <input type="checkbox"/> Excl	Each Accident	\$ 500,000
						Disease-Policy Limit	\$ 500,000
	OTHER (stored materials if applicable)				Disease-Each Employee	\$ 500,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL LIMITS

Project Name: Shelby County Courthouse #1004/111084

Shelby County, Morrissey Construction Company, Melotte Morse Leonatti Parker, Ltd. are added as additional insured under contractors Comprehensive General Liability policy. Coverage under such policy shall be primary with Morrissey Construction Company and Owner's insurance policies being excess over the subcontractor's coverage. The worker's compensation and general liability policies include a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Morrissey Construction Company
Attn: Laurie Howell
PO Box 189, Godfrey IL 62035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

SUBMITTAL PROCESS

All shop drawings, catalog cuts, samples and descriptive data shall be submitted to the General Contractor's Project Manager in accordance with the contract documents. Include the name of the project, name of supplier or subcontractor, description of product and applicable section of the specifications.

Make all submittals in a timely manner to secure necessary approvals and lead time to adhere to project schedule. Allow 14 days for return of shop drawings. All submittals must be received by General Contractor within 7 days of receipt of contract due to the short project duration.

Submittals shall be provided in accordance with the specifications:

No substitutions or deviations from the drawings and/or specifications will be allowed without the prior specific written authorization of Melotte Morse Leonatti Parker, Ltd.

PERFORMANCE / PAYMENTS BONDS

100% Payment and Performance Bonds

SCHEDULE OF VALUES

Within five (5) working day of receipt of contract, each subcontractor is required to submit a schedule of values breakdown of their work. This schedule should be submitted on the enclosed form "Original Contract".

The original contract form may include a predetermined breakdown of your work, if so complete the breakdown by inserting the values of each division of work and return this information as instructed above.

PAY REQUEST PROCEDURE

Payment Cover Sheet - Progress payment shall be in accordance with the contract documents.

Original Contract Work - This breakdown includes only the original contract amounts. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The totals at the bottom of this form shall be transferred to the bottom of Change Orders form.

Change Orders - This breakdown includes only the approved change orders which have been issued on the project. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The grand totals at the bottom on this form shall be transferred to the first four lines of the Payment Cover Sheet.

The General Contractor, will not be responsible for requests rendered after the time specified. Requests for payment received after the time specified will be held for the following month's pay request.

Subcontractor and supplier payments will be made in the amount of 90% within seven (7) working days of receipt by The General Contractor, of payment from the Owner.

The pay request process is outlined below.

A monthly Pay/Progress meeting will be held (TO BE DETERMINED) of the month at (TBD) at the job site.

Attendance is mandatory if you are performing any work on the job site. Pay Requests will be made every 30 days. Therefore the following schedule has been established for the Pay/Progress meetings:

**Subs Pay Request
To MCC**

TBD

**Pay/Progress
Meeting Date**

TBD

Your monthly pay request or invoice(s) is due on the attached forms in our office no later than the dates above. **FAX COPIES WILL NOT BE ACCEPTED.** The original signed, notarized, Subcontract Pay Request Forms with exhibits must be received in our office no later than the above dates if it is to be included in the monthly pay request. **NO EXCEPTIONS!**

The enclosed **Subcontractor/Supplier Affidavit is required with each pay request along with lien waivers from the prior pay request**, including your lien waiver and lien waivers from all your subcontractors and suppliers. Lien waivers must be returned immediately.

COMPLIANCE REQUIREMENTS

Shelby County Courthouse requires all State of Illinois Prevailing Wage Payroll Compliance Requirements including the following:

1. Labor Relations Agreement – One Time Submittal (ATTACHED)
2. Contractor's Certification – One Time Submittal (ATTACHED)
3. Non Collusive Affidavit-One Time Submittal
4. Weekly Certified Payroll Compliance – TO BE SUBMITTED TO MCC WEEKLY
 - a. Weekly Payroll Forms and Instructions
5. Prevailing Wage Requirements for Shelby County.
6. W-9 Request for Taxpayers Identification Number and Certification.

PROJECT SCHEDULE

Construction will be ready to commence by May 21, 2012 with construction completion by October 19, 2012.

A detailed project schedule is attached. This progress schedule is subject to change. Subcontractor/Supplier agrees to make all schedule adjustments as requested by Contractor.

Each subcontractor and supplier will be furnished updated schedules. Inability to perform as scheduled shall require written notice to our office within three (3) working days of receipt of schedule. Non response to distributed construction schedules constitutes acceptance of the information shown. The current construction schedule is enclosed and is a requirement of your contract.

Time is of the essence in this Subcontract. Subcontractor shall prosecute and complete the work in a prompt and diligent manner whenever such work, or any part of it, becomes available, and at such other time or times as may be directed by the Contractor. Subcontractor shall not, by delay or otherwise, interfere with or hinder others working on the same project.

Subcontractor/Supplier shall be responsible for shop drawings, sample submittals in ample time to enable shipment of necessary materials and equipment to the jobsite on a timely basis. Subcontractor shall periodically, if requested, furnish progress and delivery schedules, reports, and such information as Contractor deems necessary for critical and crucial items.

The Subcontractor agrees to pay to the Contractor such direct damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work as required of subcontractor by this Subcontract.

LIQUIDATED DAMAGES

If the subcontractor or supplier fails to complete the work as required, or causes delay to the General Contractor or other subcontractors, which results in delayed completion, and if the Owner assesses liquidated damages, then subcontractor or supplier shall be liable for and pay the general contractor for liquidated damages of (???) **per day**. This clause is in addition to and does not limit other rights given to the General Contractor in the agreement or by law.

LAYOUT

The General Contractor will layout buildings corners and provide a reference elevation on each floor for the use of all subcontractors. All subcontractors are responsible for all layout and measurements required to complete their work in accordance with the contract documents.

CLEAN-UP

Each subcontractor shall be responsible for clean up. Remove its cartons, crates, boxes and debris at the end of each work day. Trash shall be removed from each floor of the building on a daily basis. Please inform your Job Superintendent or Foreman of this requirement.

Should any subcontractor repeatedly fail or refuse to perform its own cleanup, the Superintendent shall give notice and have this work performed by others. The entire cost of cleanup, including handling charges, shall be assessed to the party responsible. Further notice to the subcontractor will not be issued.

CLEANUP IS NOT AN EXCLUSION OF ANY SUBCONTRACTOR.

STORED MATERIALS

The specifications do not allow for payment of stored materials.

MATERIAL SHIPMENTS

Material shipments shall be consigned to:

Shelby County Courthouse
C/O Morrissey Construction Company
301 East Main Street
Shelbyville, IL 62565

Failure to ship material in accordance with the Project Schedule shall constitute a breach of the Purchase Order agreement. Termination without penalty may follow.

SAFETY REQUIREMENTS

The Morrissey Construction Company's safety Program is hereby incorporated into this contract. A copy will be provided upon receipt of written request.

Safety is the first priority!

The Subcontractor agrees to observe and comply with the provisions and requirements of the Safety Program and the Williams-Steiger Occupational Safety and Health Act of 1970 as amended, (OSHA) and applicable safety rules and regulations in performance of the work hereunder, to assume all responsibilities of the Contractor from all penalties, damages or other loss resulting from failure to do so. All subcontractors are responsible for all personal protective equipment for its employees.

The subcontractor/supplier agrees to indemnify and hold contractor harmless for, or and from, any loss, including but not limited to any fines, penalties and corrective measures, contractor may sustain by reason of subcontractor's/supplier's failure to comply with said laws, rules and regulations in connection with the performance, design, manufacture and/or construction of such equipment, materials and/or supplies purchased hereunder, of said contract.

The subcontractor/supplier warrants that the equipment, materials and/or supplies purchased hereunder are designed, manufactured and/or constructed so as to comply with all federal, state and local safety rules and regulations including, but not limited to, the Occupational Safety and Health Act of 1970.

Morrissey Construction Company is firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees and the quality of construction are a paramount concern. The use, possession or distribution of drugs in the work place is inconsistent with the achievement of these objectives. Strict adherence to maintaining a drug and alcohol free workplace and drug testing must be observed at all times. Accordingly, in order to enhance the safety of the workplace and to maintain a drug free work environment, all employees must undergo drug screening prior to commencing work. This will be a drug testing project and all workers must pass a drug test prior to commencing work on this project.

HOISTING

Subcontractors shall perform all unloading, hoisting, rigging, and final placement of all materials included in their subcontract and materials furnished by others and Installed by Subcontractor.

ACCESS TO WORK

Subcontractor shall furnish all scaffolding, ladders, swing stages, or any other means or methods that may be required to gain access to their work. All access equipment must comply will all OSHA and local safety requirements.

COORDINATION

The subcontractor is responsible for coordinating the requirements of its work with continuous work of other trades, to insure the proper matching and fitting of its work. Failure on the part of the subcontractor to comply with this requirement shall not be considered as a basis for establishing an extra to the subcontractor. All extra costs to correct the work to comply with the contract documents shall be the responsibility of the subcontractor.

TESTING

Unless otherwise noted, testing shall be the responsibility of the owner. Subcontractors are responsible for assisting in all testing as requested by the General Contractor, the architect or owner. Testing shall be performed by the subcontractor at no cost to contractor in accordance with the respective specification sections.

EXHIBIT B

FURNISH & INSTALL A COMPLETE BID PACKAGE TWO-MECHANICAL/ELECTRICAL PER THE PLANS DATED
MARCH 16, 2012 AND SPECIFICATIONS DATED MARCH 16, 2012.

EXHIBIT C

Sheet No.	Revision Date	Description
G1.0	3/16/2012	Cover Sheet
G1.1	3/16/2012	Abbrev & General Notes
A1.0	3/16/2012	Ground and 1st Floor New
A1.1	3/16/2012	2nd and Mech Floor New
A1.2	3/16/2012	Attic & Roof New
A2.0	3/16/2012	Exterior Elevation-North & East
A2.1	3/16/2012	Exterior Elevation-South & West
A3.0	3/16/2012	Window Schedule & Types
A3.1	3/16/2012	Stair Plans and Interior Elevations
A4.0	3/16/2012	Section Details
A4.1	3/16/2012	Window Sections
A4.2	3/16/2012	Site Details
AD1.0	3/16/2012	Ground & 1st Floor Demo
AD1.1	3/16/2012	2nd & Mechanical Floor Demo
AD1.2	3/16/2012	Attic & Roof Demo
AD1.3	3/16/2012	Existing Conditions
Alt 1.0	3/16/2012	Alternate-New Vestibule
Alt 1.1	3/16/2012	Alternate-New Vestibule

FOR CONSTRUCTION USE

Sheet No.	Revision Date	Description
M1.1	3/16/2012	Mechanical Ground & 1st Floor Plans
M1.2	3/16/2012	Mechanical 2nd, Attic and Alt 1 Floor Plans
M2.1	3/16/2012	Well Field Layout & Details
M2.2	3/16/2012	Heat Pump System Flow Diagram
M2.3	3/16/2012	Mechanical Details
M3.1	3/16/2012	Mechanical Schedules
ME 1.0	3/16/2012	Mech/Elect Demo Ground & 1st Floor Plans
ME 2.0	3/16/2012	Mech/Elect Demo Second & Attic Floor Plans

FOR CONSTRUCTION USE

Sheet No.	Revision Date	Description
E1.1	3/16/2012	Electrical Ground & 1st Floor Plans
E1.2	3/16/2012	Electrical Second, Attic & Alt 1 Floor Plan
E2.1	3/16/2012	Electrical Schedules & Details

MORRISEY

CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	1 March	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200
5	Example	2 days	Tue 7/15/12	Wed 7/17/12																				
6	Site	2 days	Thu 7/19/12	Fri 7/20/12																				
7	Framing	2 days	Mon 7/16/12	Tue 7/17/12																				
8	Doors and windows	2 days	Tue 7/24/12	Wed 7/25/12																				
9	Roofing	2 days	Wed 7/25/12	Thu 7/26/12																				
10	Concrete cure and pavement	10 days	Wed 8/1/12	Tue 8/14/12																				

Project: **Shops-in-Commons-Renov**
 Date: **Fri 24/12**

Task: **Crack Task**

Progress: **Milestone**

Summary: **Roll Up Task**

Roll Up Critical Task: **Roll Up Milestone**

Roll Up Progress: **Roll Up Milestone**

Event: **Task**

Group By: **Summary**

Detail: **Roll Up Milestone**

Page 2

 **AIA**® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 8th day of May in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

and the Contractor:
(Name, legal status, address and other information)

Durbin Enterprises, Inc.
200 W. Jefferson
Beecher City, IL 62414
Telephone Number: 618-487-5402
Fax Number: 618-487-5037

for the following Project:
(Name, location and detailed description)

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

The Construction Manager:
(Name, legal status, address and other information)

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

The Architect:
(Name, legal status, address and other information)

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Scope of Work: Furnish & Install a Complete Bid Package Three Geothermal Wells.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 21, 2012

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

Not Applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Thirty (30) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- [X] Stipulated Sum, in accordance with Section 4.2 below
[] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be One Hundred Twenty Four Thousand Seven Hundred Fifty Dollars (\$ 124,750.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item Allowance

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

Init.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

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(2019702088)

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

(Paragraphs deleted)

§

or self-performs;

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- Litigation in a court of competent jurisdiction.
- Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

Init.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraphs deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

§ 8.4 The Contractor's representative:
(Name, address and other information)

200 W. Jefferson
Beecher City, IL 62414
Telephone Number: 618-487-5402
Fax Number: 618-487-5037

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA 201	General Conditions		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
All Specifications dated March 16, 2012

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
 See Attached Exhibit C

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda 1	March 27, 2012	
Addenda 2	March 30, 2012	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
 - Exhibit A Project Manual
 - Exhibit B-Work Scope Package
 - Exhibit C-Plan List
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS


The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Contractor's Performance & Payment Bonds (AIA Document 312)	100% Payment and Performance Bond
Commercial General Liability	
\$1,000,000 each occurrence	
\$100,000 fire damage (any one fire)	
\$5,000 medical expenses (any one person)	

\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

This Agreement is entered into as of the day and year first written above.

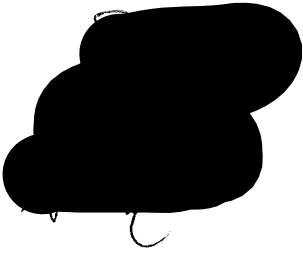

OWNER (Signature)


CONTRACTOR (Signature)

Eric Cannon Shelly Co. Good Chairman
(Printed name and title)

Roy S Durbin President
(Printed name and title)

Public Buildings Committee



init.

\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

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Additions and Deletions Report for

AIA[®] Document A132[™] – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:43:03 on 05/08/2012.

PAGE 1

AGREEMENT made as of the 8th day of May in the year 2012

...

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

...

Durbin Enterprises, Inc.
200 W. Jefferson
Beecher City, IL 62414
Telephone Number: 618-487-5402
Fax Number: 618-487-5037

...

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

...

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

...

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

PAGE 2

Scope of Work: Furnish & Install a Complete Bid Package Three Geothermal Wells.

...
May 21, 2012

...
Not Applicable

...
§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Thirty (30) days from the date of commencement, or as follows:

PAGE 3

Stipulated Sum, in accordance with Section 4.2 below

...
§ 4.2.1 The Stipulated Sum shall be One Hundred Twenty Four Thousand Seven Hundred Fifty Dollars (\$ 124,750.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

...
~~**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**~~

~~**§ 4.3.1** The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~**§ 4.3.2** The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

~~**§ 4.3.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.3.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.3.5** Rental rates for Contractor-owned equipment shall not exceed — percent (—%) of the standard rate paid at the place of the Project.~~

~~**§ 4.3.6** Unit prices, if any:~~

~~*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*~~

Item

Units and Limitations

Price per Unit (\$0.00)

~~**§ 4.3.7** The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (—%) of the standard rate paid at the place of the Project.~~

~~§ 4.4.6 Unit Prices, if any:~~

~~(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:~~

~~(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)~~

Item	Allowance
------	-----------

~~§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

PAGE 4

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction

Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 5

Not Applicable

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~
- ~~.2 Add the Contractor's Fee, less retainage of — percent (— %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of — percent (— %) from that portion of the Work that the Contractor self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

~~§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price~~

~~§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;~~
- ~~.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~.3 Add the Contractor's Fee, less retainage of _____ percent (____%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.4 Subtract retainage of _____ percent (____%) from that portion of the Work that the Contractor self-performs;~~
- ~~.5 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.~~

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§
or self-performs;

...

- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

...

[] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

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§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments

referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

...

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

...

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

...

200 W. Jefferson
Beecher City, IL 62414
Telephone Number: 618-487-5402
Fax Number: 618-487-5037

...

AIA 201 General Conditions

...

All Specifications dated March 16, 2012

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See Attached Exhibit C

...

Addenda 1 March 27, 2012
Addenda 2 March 30, 2012

...

Exhibit A Project Manual
Exhibit B-Work Scope Package

Exhibit C-Plan List

...

Contractor's Performance & Payment
Bonds (AIA Document 312

100% Payment and Performance Bond

Commercial General Liability
\$1,000,000 each occurrence
\$100,000 fire damage (any one fire)
\$5,000 medical expenses (any one person)
\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:43:03 on 05/08/2012 under Order No. 3450228623_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

MORRISSEY
CONSTRUCTION COMPANY

705 SOUTHMOOR PLACE • P.O. BOX 189 • GODFREY, ILLINOIS 62035 • (618) 466-3112
FACSIMILE NUMBER (618) 466-9284
www.morrisseyconstruction.com
Email: info@morrisseyconstruction.com

Exhibit A

PROJECT INFORMATION MANUAL

Shelby County Courthouse
301 East Main Street
Shelbyville, IL 62565

Prepared by:

Morrissey Construction Company

705 Southmoor Place
Godfrey, IL 62035
(Phone) 618-466-3112
(Fax) 618-466-9284

PROJECT NUMBER

1004

INTRODUCTION

The "Project Information Manual" establishes the requirements for construction operations for this project. It will also serve as meeting notes for the Preconstruction Conference. The information contained in this manual is an integral part of the Contract Documents and shall have the same force and effect as the terms and conditions of the Subcontract or Purchase Order.

Our philosophy that a team relationship between our management and employees, subcontractors, suppliers, architects, and the owner is an essential element of a successful project. The foundation for teamwork is open communication. This manual and the Preconstruction Conference are intended to communicate our expectations to you and we welcome you to communicate your needs and expectations to us.

Restoration and Remodeling of the Historic Shelbyville Courthouse

301 East Main Street
Shelbyville, IL 62565
Shelby County, Illinois

Contract documents for all subcontractors and suppliers, in addition to this agreement include:
Plans and specifications by Melotte Morse Leonatti Parker Ltd. dated March 19, 2012 and Addendum 1 dated March 27, 2012 and Addendum 2 dated March 30, 2012, AIA document C132-2009 - 1997 Standard Form Agreement between Owner and Construction Manager and AIA A132-2009.

SCOPE OF WORK - SUPPLIER

Supplier acknowledges that time is of the essence on this project, and that the project schedule represents the current plan of coordinating and completing the contract work, including the Supplier's work, for the entire project. This schedule will be updated on at least a monthly basis to reflect actual conditions encountered on the project and Supplier agrees to abide by the updated schedule.

Supplier agrees that its contract sum includes all resources and costs necessary to achieve the schedule. Supplier further agrees that it will provide the necessary labor, equipment and material resources required to achieve this schedule.

If Supplier fails to perform its work in accordance with this schedule, and said failure delays other contractors or subcontractors, Supplier acknowledges that it will be responsible to the Contractor and others for damages encountered, as well as any liquidated or actual damages imposed by the Owner or Contractor under this Purchase Order Agreement.

Supplier agrees to indemnify, defend and hold Contractor harmless from all damages resulting from Supplier's failure to perform in accordance with this schedule and to reimburse Contractor for all costs related to same.

Should Supplier's work be delayed by factors beyond its control, Supplier agrees to make adjustments to its staffing plan and schedule, at no additional cost to Contractor.

SCOPE OF WORK - SUBCONTRACTOR

Subcontractor scope of work includes, but is not limited to, all labor and material for all work complete per contract requirements, plans and specifications and subcontract requirements. Work includes all miscellaneous items necessary to accomplish a complete and finished project.

Subcontractor shall install and protect all material and workmanship from damage by the elements or otherwise until completed, remove all improper material and work when so directed by the General Contractor. Subcontractor shall coordinate all work with Contractor. Subcontractor shall provide sufficient qualified workers on the job as requested by the General Contractor.

Subcontractor will provide all cleaning and disposal of waste materials and compound debris and rubbish during construction and provide final clean-up upon completion. Waste shall be deposited in dumpsters as provided by General Contractor. This subcontractor shall adhere to all OSHA and safety guidelines and keep worksite in a clean and safe working environment. All work and material shall comply with applicable codes and ordinances and contract documents.

Subcontractor agrees to take all affirmative action steps necessary to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, national origin, creed, ancestry, age, citizenship, disability, handicap or veteran status.

Subcontractor will abide by all Department of Labor and OSHA rules, regulations and safety practices and all EEO and affirmative action as required by law and by contract requirements.

Subcontractor shall indemnify and hold harmless the Contractor from all liabilities, claims, or demands for injuries or damages to any persons or property which shall arise out of the work of the Subcontractor under this agreement.

This contract is subject to Architect/owner approval of materials, shop drawings, samples, etc.

Extras shall be allowed only if authorized in writing.

The subcontractor shall man the project with an adequate number of qualified personnel to expeditiously complete the work as required and as directed by Contractor. If any of the work is found to be defective or if the subcontractor fails to comply with the provisions here in or does not provide an adequate number of qualified workers on the job as determined by the Contractor, the Contractor may provide written default notice to the subcontractor. The subcontractor shall have 3 days to cure the default by correcting the defective work, complying with the provisions herein or providing an adequate number of qualified workers to the job. If the default is not cured during the notice period, the contractor may terminate the contract and recover any additional costs incurred in completing the work including delay and disruption damages.

If any damages are assessed against the Contractor by reason of delay in completion directly or indirectly resulting from delay of subcontractor in performance of Subcontractor's work, the Subcontractor agrees to pay to the Contractor such direct or indirect damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work required of subcontractor by this Subcontract.

If the Subcontractor for any reason fails or is unable to commence, prosecute and complete the work under this Subcontract, skillfully, promptly, and diligently, or shall be involved in any insolvency, bankruptcy, or debtor's proceedings, Contractor shall have the right, if it so elects, and without prejudice to any other rights it may have, by giving seventy-two hours written notice to Subcontractor, to take over or cause others to take any work being Performed under this Subcontract, or any part thereof together with any tools, equipment, appliances, materials, and supplies and to complete the work for the account of the Subcontractor by whatever method Contractor deems expedient. No material, equipment, tools, etc. stored or used on the job site at time of receipt of this notice can be removed or relocated from job site. In such an event no further payment to subcontractor shall be made until said project is completed, accepted and paid by Owner. Then, if the unpaid balance of the subcontractor price exceeds the entire cost of completing said work, such excess amount shall be paid to Subcontractor or receivership, bankruptcy or whatever may be the successor for the Subcontractor. However, if such entire cost exceeds unpaid balance, Subcontractor or its successor shall immediately pay the entire amount of such excess to Contractor.

OWNER / ARCHITECT / CONTRACTOR INFORMATION

Project Number	1004
Project Name	Shelby County Courthouse
Project Address	301 East Main Street Shelbyville, IL 62565
Owner's Representative	Jim Warren
Owner	Shelby County
Owner's Address	301 East Main Street Shelbyville, IL 62565
Owner's Phone	217-273-0578
Owner's Fax	
Architect's Representative	Richard Morse
Architect	Melotte Morse Leonatti Parker, Ltd.
Architect's Address	213 ½ South Sixth Street Springfield, IL 62701-1502
Architect's Phone	217-789-9515
Architect's Fax	217-789-9518
Project Manager	Matthew Goebel
Project Manager's Phone	618-467-3422
Project Manager's Fax	618-466-9284
Project Manager's Mobile	314-330-8997
Project Superintendent	Claude Lane
Super. / Jobsite Fax	
Super. / Jobsite Phone	
Superintendent's Mobile	618-781-4482

CONTRACTS

The signed subcontract along with insurance certificates and bonds (if required) must be returned within five (5) calendar days from receipt, or the agreement shall become null and void, at the option of the General Contractor.

Please sign and return both copies of the completed contracts. One (1) fully executed copy of the contract agreement, having original signatures, will be returned for your record.

AFFIRMATIVE ACTION CONTRACTORS AGREEMENT

During the performance of this Contract, the Subcontractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or handicap. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the Provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising a labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor' non-compliance with the Equal Opportunity clause of this contract or with any of such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontractor or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, so such provisions will be binding upon each subcontractor or vendor. The Contractor will take each action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such

providing including sanctions for noncompliance; PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with litigation's with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the above, the Contractor will be required to comply with all requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-2000d-4), 24 CFR Part I; Fair Housing Act (42 U.S.C. 3601-36), 24 CFR Part 100: Executive Orders 11063 (Equal Opportunity in Housing), 11246 (Equal Opportunity): and 12138 (Women's Business Enterprise); Section 3 of the HUD Act of 1968, as amended, (123 U.S.C. 1701u), 24 CFR Part 135, Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.), 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.

The provisions of the Act of General Assembly of the State of Illinois entitle "An Act of Prohibit Discrimination and Intimidation on Account of Race or Color in the Employment under Contracts for Public Buildings or Public Works", approved July 8, 1977, as well as the Equal Employment Opportunity clause required by the Illinois Fair Employment Practices Commission, are hereby made a part of the contract the same as if incorporated verbatim herein.

8. Utilization of Minority Business

a. It is the policy of this Authority that minority businesses shall have the maximum practicable opportunity to participate in the performance of contracts of the Authority. This Authority has established a goal of at least 20% of its approved CIAP funds be awarded to contracts with MBE construction Contractors, architect/engineers, consultants, material suppliers, or to be purchased from MBE's under the HUD Consolidated Supply Program.

b. The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business" means a business with at least 51% minority ownership, control or distribution of profit and losses and whose management and daily business operations are controlled by a minority individual. For the purposes of this definition, minority group members are African-Americans (Blacks), Hasidic Jews, Spanish-speaking Americans, American Indians, Aleuts, Puerto Ricans, Asian Pacific Americans, and Asian Indians.

c. Contractors may rely on written representation by a subcontractor regarding its status as a minority business in lieu of an independent investigation.

9. Employment and Training Opportunities for Residents of Public Housing

a. It is the policy of the Authority to provide to the greatest extent feasible, opportunities for training and employment be given by construction Contractors and subcontractors to tenants of public housing owned by the Authority and Section 8 tenants.

b. The Contractor agrees to use its best efforts to carry out this policy in accordance with the Authority's Affirmative Action Plan and in the awarding of its subcontracts to the fullest extent consistent with the efficient performance of this contract.

Morrissey Construction Company is committed to non-discrimination and affirmative action in employment. Any person who applies for a job with this company will not be discriminated against because of race, color, creed, ancestry, religion, age handicap, sex, national origin, citizenship, disabled veteran or Vietnam veteran status.

This company is morally and legally committed to Equal Employment Opportunity in accordance with the Civil Rights Act of 1964 and Executive Order 11246 and 11375, as amended.

All qualified applicants are welcome and encouraged to apply for jobs with this company.

We are required to include the above provisions of non-discrimination in employment in every subcontract agreement.

This is to advise you that these provisions are a part of your subcontract agreement and that we do require you to comply fully and completely therewith. You are required to comply with all the EEO/Affirmative Action provisions of your subcontract agreement.

Equal Opportunity Provisions

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising such labor union or workers' representatives of the contractor's commitments hereunder, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

No Conflicts Certification

No member, officer, employee, representative or agent of The Illinois Housing Development Authority (the "Authority"), or the business associates or members of the immediate families of such individuals, has any interest in this contract, or any contract or subcontract, or the proceeds of any such contract or subcontract, entered into in connection with this contract.

Compliance with Davis-Bacon Act

The wages to be paid to all laborers and mechanics, if any, employed in connection with the attached contract shall not be less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed as determined by the United States Secretary of Labor. The contractor shall provide evidence (satisfactory to the Authority) that all

laborers and mechanics have been paid at rates not less than the prevailing wages as determined by United States Secretary of Labor.

Local Preference

The construction work to be performed under this contract (the "Project") shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u), that to the greatest extent feasible, (i) opportunities for training and employment shall be given to lower income residents of the unit of local government, metropolitan area or non-metropolitan county (as determined by the Secretary of HUD) in which the Project is located; and (ii) contracts for construction work in connection with the Project shall be awarded to business concerns engaged in the business of construction that are located in, or owned in substantial part by, persons residing in the same unit of local government, metropolitan area or non-metropolitan county as is the Project. Without limiting the generality of the foregoing, the contractor shall comply with (i) the provisions of the Section 3 Compliance Manual issued by the Authority (ii) the provisions of the Section 3 Clause, 24 CFR 135.38, attached hereto as Exhibit A.

Additional Provisions

Any and all references herein to laws, statutes, regulations, rules, manuals or orders shall be deemed to include any and all applicable amendments, modifications, supplements, restatements and successors thereto, together with any and all rules, regulations, manuals and orders issued in connection with such laws, statutes, regulations, rules, manuals or orders. No omission of any reference to any applicable law, statute, regulation, rule, manual, order or similar instrument shall constitute a waiver or limitation as to the applicability or enforceability thereof and the parties hereto shall comply with the same irrespective of any such omission.

Subcontracts

The contractor shall insert, or cause to be inserted, into each subcontract (of any tier) the provisions of the foregoing Sections.

Retainage

The contractor hereby acknowledges that all payments to be made under this contract are subject to the retainage requirements set forth in the Loan Agreement executed by the owner and the Authority.

SECTION 3 AGREEMENT

All section 3 covered contracts shall include the following clause, together with any and all applicable supplements and amendments thereto (referred to as the section 3 clause):

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by the HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under the section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR, part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

We earnestly solicit your full and immediate cooperation in this matter.

INSURANCE REQUIREMENTS

Before commencing the work, the Subcontractor shall procure and maintain at its own expense until completion and final acceptance of the work, at least, a certificate from all insurance companies showing that the required insurance is in force, stating policy numbers, date of expiration, and limits of liability there under, and further providing that the insurance will not be canceled or changed prior to, at least, thirty (30) days after written notice of such cancellation or change has been given to Contractor as evidenced by return receipt of registered or certified letter. Failure of the Contractor to strictly enforce this provision shall not relieve the Subcontractor of its obligation to comply.

If the Subcontractor fails to procure and maintain such insurance, Contractor shall have the right to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor for the Subcontractor shall be retained from any monies then due or which would thereafter become due to the Subcontractor. Coverage under such policy shall be primary with MCC and the Owner's insurance policies being excess over the Subcontractor's coverage.

A. Workmen's Compensation & Employer's Liability Insurance:

1.) Workmen's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, or the Scaffolding Act, the Subcontractor shall extend his Workmen's Compensation Insurance to provide and maintain in full force and effect during the period covered by this subcontract, insurance against the liability imposed under either or both of these Acts as applicable.

B. Comprehensive General Liability Insurance including but not limited to the following coverage:

- 1.) Premises - Operations Liability.
- 2.) Explosion and Collapse Hazard.
- 3.) Underground Hazard.
- 4.) Products - Completed Operations Hazard.
- 5.) Contractual Liability with respect to personal injury or property damage assumed under this subcontract agreement.
- 6.) Broad Form Property Damage Liability.

7.) Independent Contractors (Contractor's Protective) Liability if the subcontractor sublets or other any portion of the work under this subcontract agreement.

8.) Personal Injury Liability.

9.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

C. Comprehensive Automobile Liability Insurance including the following coverage's:

1.) Owned vehicles.

2.) Hired vehicles.

3.) Non-Owned vehicles.

4.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

The above insurance contracts shall name the following as additional insureds in the insurance policy.

CONTRACT: Morrissey Construction Company
P.O. Box 189
Godfrey, IL 62035

OWNER: Shelby County
301 East Main Street
Shelbyville, IL 62565

ARCHITECT: Melotte Morse Leonatti Parker, Ltd.
213 ½ South Sixth Street
Springfield, IL 62701-1502

ALL SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR

Original Certificates of Insurance in the type and amount specified by the Contract Documents must be **on file in Morrissey Construction Company office prior to the subcontractor commencing any work.**

PLEASE SEE ATTACHED SAMPLE CERTIFICATE OF INSURANCE.

CERTIFICATE OF INSURANCE

Date(mm/dd/yy)
07/24/2003

PRODUCER

Insurance Agent's Name
Insurance Agent's Mailing Address
Insurance Agent's City, State & Zip

THIS CERTIFICATE IS ISSUE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

INSURED

Subcontractor's Name
Subcontractor's Street Address
Subcontractor's City, State & Zip

COMPANY
B
COMPANY
C
COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	Policy Number	Eff Date	Exp Date	General Aggregate	\$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Products-Comp/Op Agg	\$2,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				Personal & Adv Injury	\$1,000,000
	<input type="checkbox"/> Owner's & Contractor's Prot				Each Occurrence	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability				Fire Damage (Any one fire)	\$ 50,000
	<input checked="" type="checkbox"/> Per Project Aggregate				Med Exp (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	Policy Number	Eff Date	Exp Date	Combined Single Limit	\$1,000,000
	<input checked="" type="checkbox"/> Any Auto				Bodily Injury (per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$
	<input type="checkbox"/> Scheduled Autos				Property Damage	\$
	<input checked="" type="checkbox"/> Hired Autos				Auto Only-Ea Accident	\$
	<input checked="" type="checkbox"/> Non-Owned Autos				Other than Auto Only	
	GARAGE LIABILITY				Each Accident	\$
	<input type="checkbox"/> Any Auto				Aggregate	\$
	<input type="checkbox"/>				Each Occurrence	\$1,000,000
	<input type="checkbox"/>				Aggregate	\$1,000,000
A	EXCESS LIABILITY	Policy Number	Eff Date	Exp Date		\$
	<input checked="" type="checkbox"/> Umbrella Form				Each Occurrence	\$1,000,000
	<input type="checkbox"/> Other than Umbrella Form				Aggregate	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> Statutory Limits	
	The Proprietor/ Partner/ Executive Officers are: <input checked="" type="checkbox"/> Incl <input type="checkbox"/> Excl				Each Accident	\$ 500,000
					Disease-Policy Limit	\$ 500,000
					Disease-Each Employee	\$ 500,000
	OTHER (stored materials if applicable)					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL LIMITS

Project Name: Shelby County Courthouse #1004/111084

Shelby County, Morrissey Construction Company, Melotte Morse Leonatti Parker, Ltd. are added as additional insured under contractors Comprehensive General Liability policy. Coverage under such policy shall be primary with Morrissey Construction Company and Owner's insurance policies being excess over the subcontractor's coverage. The worker's compensation and general liability policies include a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Morrissey Construction Company
Attn: Laurie Howell
PO Box 189, Godfrey IL 62035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

SUBMITTAL PROCESS

All shop drawings, catalog cuts, samples and descriptive data shall be submitted to the General Contractor' Project Manager in accordance with the contract documents. Include the name of the project, name of supplier or subcontractor, description of product and applicable section of the specifications.

Make all submittals in a timely manner to secure necessary approvals and lead time to adhere to project schedule. Allow 14 days for return of shop drawings. All submittals must be received by General Contractor within 7 days of receipt of contract due to the short project duration.

Submittals shall be provided in accordance with the specifications:

No substitutions or deviations from the drawings and/or specifications will be allowed without the prior specific written authorization of Melotte Morse Leonatti Parker , Ltd.

PERFORMANCE / PAYMENTS BONDS

100% Payment and Performance Bonds

SCHEDULE OF VALUES

Within five (5) working day of receipt of contract, each subcontractor is required to submit a schedule of values breakdown of their work. This schedule should be submitted on the enclosed form "Original Contract".

The original contract form may include a predetermined breakdown of your work, if so complete the breakdown by inserting the values of each division of work and return this information as instructed above.

PAY REQUEST PROCEDURE

Payment Cover Sheet - Progress payment shall be in accordance with the contract documents.

Original Contract Work - This breakdown includes only the original contract amounts. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The totals at the bottom of this form shall be transferred to the bottom of Change Orders form.

Change Orders - This breakdown includes only the approved change orders which have been issued on the project. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The grand totals at the bottom on this form shall be transferred to the first four lines of the Payment Cover Sheet.

The General Contractor, will not be responsible for requests rendered after the time specified. Requests for payment received after the time specified will be held for the following month's pay request.

Subcontractor and supplier payments will be made in the amount of 90% within seven (7) working days of receipt by The General Contractor, of payment from the Owner.

The pay request process is outlined below.

A monthly Pay/Progress meeting will be held (TO BE DETERMINED) of the month at (TBD) at the job site.

Attendance is mandatory if you are performing any work on the job site. Pay Requests will be made every 30 days. Therefore the following schedule has been established for the Pay/Progress meetings:

**Subs Pay Request
To MCC**

TBD

**Pay/Progress
Meeting Date**

TBD

Your monthly pay request or invoice(s) is due on the attached forms in our office no later than the dates above. **FAX COPIES WILL NOT BE ACCEPTED.** The original signed, notarized, Subcontract Pay Request Forms with exhibits must be received in our office no later than the above dates if it is to be included in the monthly pay request. **NO EXCEPTIONS!**

The enclosed **Subcontractor/Supplier Affidavit** is required with each pay request along with lien waivers from the prior pay request, including your lien waiver and lien waivers from all your subcontractors and suppliers. Lien waivers must be returned immediately.

COMPLIANCE REQUIREMENTS

Shelby County Courthouse requires all State of Illinois Prevailing Wage Payroll Compliance Requirements including the following:

1. Labor Relations Agreement – One Time Submittal (ATTACHED)
2. Contractor's Certification – One Time Submittal (ATTACHED)
3. Non Collusive Affidavit-One Time Submittal
4. Weekly Certified Payroll Compliance – TO BE SUBMITTED TO MCC WEEKLY
 - a. Weekly Payroll Forms and Instructions
5. Prevailing Wage Requirements for Shelby County.
6. W-9 Request for Taxpayers Identification Number and Certification.

PROJECT SCHEDULE

Construction will be ready to commence by May 21, 2012 with construction completion by October 19, 2012.

A detailed project schedule is attached. This progress schedule is subject to change. Subcontractor/Supplier agrees to make all schedule adjustments as requested by Contractor.

Each subcontractor and supplier will be furnished updated schedules. Inability to perform as scheduled shall require written notice to our office within three (3) working days of receipt of schedule. Non response to distributed construction schedules constitutes acceptance of the information shown. The current construction schedule is enclosed and is a requirement of your contract.

Time is of the essence in this Subcontract. Subcontractor shall prosecute and complete the work in a prompt and diligent manner whenever such work, or any part of it, becomes available, and at such other time or times as may be directed by the Contractor. Subcontractor shall not, by delay or otherwise, interfere with or hinder others working on the same project.

Subcontractor/Supplier shall be responsible for shop drawings, sample submittals in ample time to enable shipment of necessary materials and equipment to the jobsite on a timely basis. Subcontractor shall periodically, if requested, furnish progress and delivery schedules, reports, and such information as Contractor deems necessary for critical and crucial items.

The Subcontractor agrees to pay to the Contractor such direct damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work as required of subcontractor by this Subcontract.

LIQUIDATED DAMAGES

If the subcontractor or supplier fails to complete the work as required, or causes delay to the General Contractor or other subcontractors, which results in delayed completion, and if the Owner assesses liquidated damages, then subcontractor or supplier shall be liable for and pay the general contractor for liquidated damages of (???) per day. This clause is in addition to and does not limit other rights given to the General Contractor in the agreement or by law.

LAYOUT

The General Contractor will layout buildings corners and provide a reference elevation on each floor for the use of all subcontractors. All subcontractors are responsible for all layout and measurements required to complete their work in accordance with the contract documents.

CLEAN-UP

Each subcontractor shall be responsible for clean up. Remove its cartons, crates, boxes and debris at the end of each work day. Trash shall be removed from each floor of the building on a daily basis. Please inform your Job Superintendent or Foreman of this requirement.

Should any subcontractor repeatedly fail or refuse to perform its own cleanup, the Superintendent shall give notice and have this work performed by others. The entire cost of cleanup, including handling charges, shall be assessed to the party responsible. Further notice to the subcontractor will not be issued.

CLEANUP IS NOT AN EXCLUSION OF ANY SUBCONTRACTOR.

STORED MATERIALS

The specifications do not allow for payment of stored materials.

MATERIAL SHIPMENTS

Material shipments shall be consigned to:

Shelby County Courthouse
C/O Morrissey Construction Company
301 East Main Street
Shelbyville, IL 62565

Failure to ship material in accordance with the Project Schedule shall constitute a breach of the Purchase Order agreement. Termination without penalty may follow.

SAFETY REQUIREMENTS

The Morrissey Construction Company's safety Program is hereby incorporated into this contract. A copy will be provided upon receipt of written request.

Safety is the first priority!

The Subcontractor agrees to observe and comply with the provisions and requirements of the Safety Program and the Williams-Steiger Occupational Safety and Health Act of 1970 as amended, (OSHA) and applicable safety rules and regulations in performance of the work hereunder, to assume all responsibilities of the Contractor from all penalties, damages or other loss resulting from failure to do so. All subcontractors are responsible for all personal protective equipment for its employees.

The subcontractor/supplier agrees to indemnify and hold contractor harmless for, or and from, any loss, including but not limited to any fines, penalties and corrective measures, contractor may sustain by reason of subcontractor's/supplier's failure to comply with said laws, rules and regulations in connection with the performance, design, manufacture and/or construction of such equipment, materials and/or supplies purchased hereunder, of said contract.

The subcontractor/supplier warrants that the equipment, materials and/or supplies purchased hereunder are designed, manufactured and/or constructed so as to comply with all federal, state and local safety rules and regulations including, but not limited to, the Occupational Safety and Health Act of 1970.

Morrissey Construction Company is firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees and the quality of construction are a paramount concern. The use, possession or distribution of drugs in the work place is inconsistent with the achievement of these objectives. Strict adherence to maintaining a drug and alcohol free workplace and drug testing must be observed at all times. Accordingly, in order to enhance the safety of the workplace and to maintain a drug free work environment, all employees must undergo drug screening prior to commencing work. This will be a drug testing project and all workers must pass a drug test prior to commencing work on this project.

HOISTING

Subcontractors shall perform all unloading, hoisting, rigging, and final placement of all materials included in their subcontract and materials furnished by others and Installed by Subcontractor.

ACCESS TO WORK

Subcontractor shall furnish all scaffolding, ladders, swing stages, or any other means or methods that may be required to gain access to their work. All access equipment must comply will all OSHA and local safety requirements.

COORDINATION

The subcontractor is responsible for coordinating the requirements of its work with continuous work of other trades, to insure the proper matching and fitting of its work. Failure on the part of the subcontractor to comply with this requirement shall not be considered as a basis for establishing an extra to the subcontractor. All extra costs to correct the work to comply with the contract documents shall be the responsibility of the subcontractor.

TESTING

Unless otherwise noted, testing shall be the responsibility of the owner. Subcontractors are responsible for assisting in all testing as requested by the General Contractor, the architect or owner. Testing shall be performed by the subcontractor at no cost to contractor in accordance with the respective specification sections.

EXHIBIT B

FURNISH & INSTALL A COMPLETE BID PACKAGE THREE-GEOTHERMAL WELLS PER THE PLANS DATED
MARCH 16, 2012 AND SPECIFICATIONS DATED MARCH 16, 2012.

EXHIBIT C

Sheet No.	Revision Date	Description
G1.0	3/16/2012	Cover Sheet
G1.1	3/16/2012	Abbrev & General Notes
A1.0	3/16/2012	Ground and 1st Floor New
A1.1	3/16/2012	2nd and Mech Floor New
A1.2	3/16/2012	Attic & Roof New
A2.0	3/16/2012	Exterior Elevation-North & East
A2.1	3/16/2012	Exterior Elevation-South & West
A3.0	3/16/2012	Window Schedule & Types
A3.1	3/16/2012	Stair Plans and Interior Elevations
A4.0	3/16/2012	Section Details
A4.1	3/16/2012	Window Sections
A4.2	3/16/2012	Site Details
AD1.0	3/16/2012	Ground & 1st Floor Demo
AD1.1	3/16/2012	2nd & Mechanical Floor Demo
AD1.2	3/16/2012	Attic & Roof Demo
AD1.3	3/16/2012	Existing Conditions
Alt 1.0	3/16/2012	Alternate-New Vestibule
Alt 1.1	3/16/2012	Alternate-New Vestibule

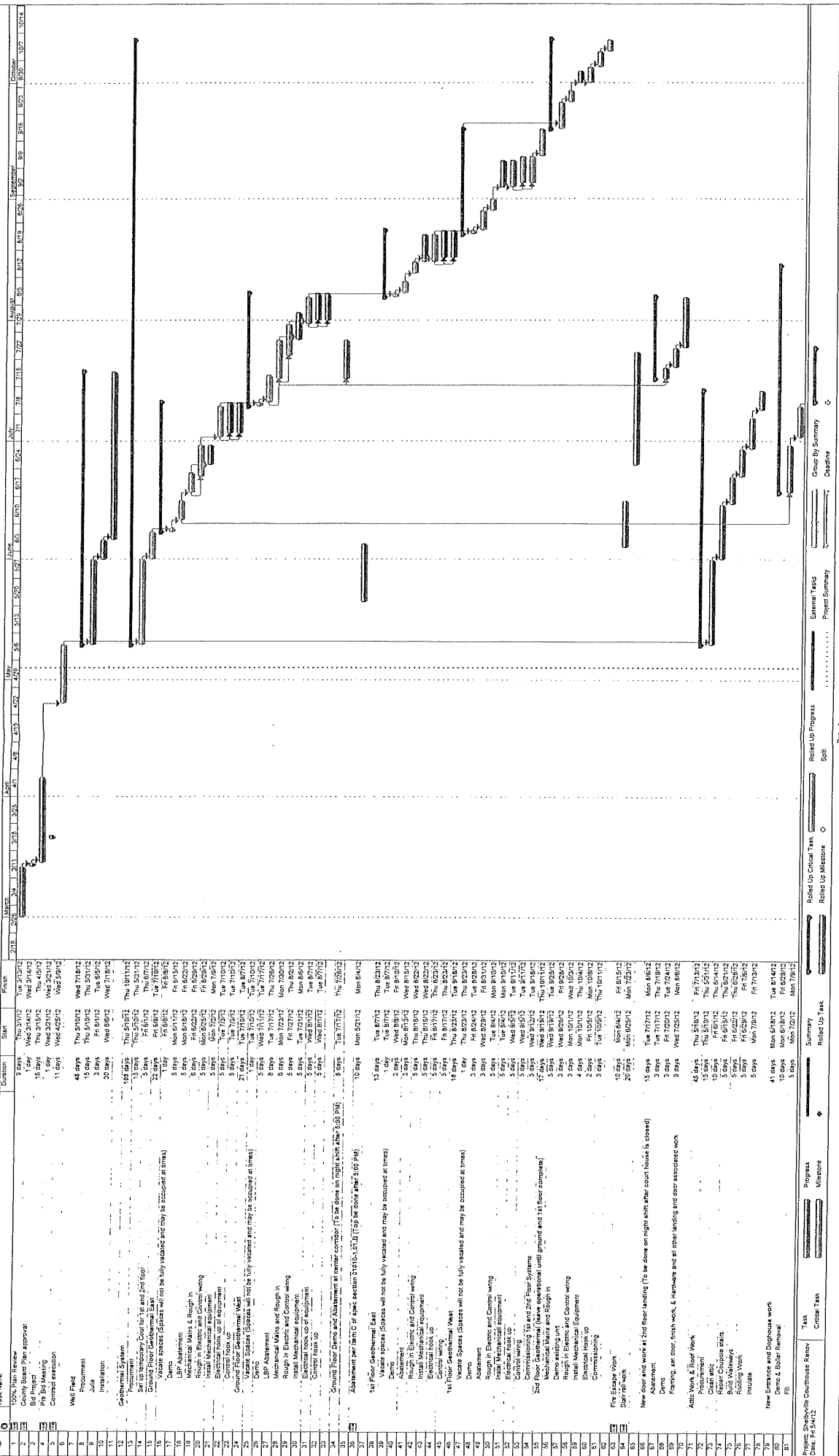
FOR CONSTRUCTION USE

Sheet No.	Revision Date	Description
M1.1	3/16/2012	Mechanical Ground & 1st Floor Plans
M1.2	3/16/2012	Mechanical 2nd, Attic and Alt 1 Floor Plans
M2.1	3/16/2012	Well Field Layout & Details
M2.2	3/16/2012	Heat Pump System Flow Diagram
M2.3	3/16/2012	Mechanical Details
M3.1	3/16/2012	Mechanical Schedules
ME 1.0	3/16/2012	Mech/Elect Demo Ground & 1st Floor Plans
ME 2.0	3/16/2012	Mech/Elect Demo Second & Attic Floor Plans

FOR CONSTRUCTION USE

Sheet No.	Revision Date	Description
E1.1	3/16/2012	Electrical Ground & 1st Floor Plans
E1.2	3/16/2012	Electrical Second, Attic & Alt 1 Floor Plan
E2.1	3/16/2012	Electrical Schedules & Details

MORRISSEY CONSTRUCTION COMPANY



Rolled Up Critical Task
 Rolled Up Milestone
 Rolled Up Progress
 Shift
 External Tasks
 Project Summary
 Group By Summary
 Define

Task
 Critical Task
 Progress
 Milestone

Project: Shelbyville Courthouse Renovation
 Date: Fri 8/10/12

Page 1

MORRISSEY CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	March	April	May	June	July	August	September	October	November	December
12	Install	2 days	Tue 7/15/12	Wed 7/17/12										
13	Frame	2 days	Thu 7/19/12	Fri 7/19/12										
14	Roof	2 days	Fri 7/20/12	Sat 7/20/12										
15	Roof and windows	2 days	Mon 7/16/12	Tue 7/17/12										
16	Roofing	5 days	Wed 7/18/12	Tue 7/24/12										
17	Complete curb and pavement	10 days	Wed 7/18/12	Tue 8/14/12										



AIA[®] Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 8th day of May in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

and the Contractor:
(Name, legal status, address and other information)

Envirotech, Inc.
2737 Papin Street
St. Louis, MO 63103
Telephone Number: 314-865-1293

for the following Project:
(Name, location and detailed description)

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

The Construction Manager:
(Name, legal status, address and other information)

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

The Architect:
(Name, legal status, address and other information)

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

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(1867467895)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Scope of Work: All Abatement work complete per the plans and specifications dated March 20, 2012.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 21, 2012

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

Not Applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Forty Five (45) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- [X] Stipulated Sum, in accordance with Section 4.2 below
[] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Fifty Four Thousand Five Hundred Dollars (\$ 54,500.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Table with 3 columns: Item, Units and Limitations, Price per Unit (\$0.00). Row 1: 30lf, 100 each, 6.50/sq ft

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Table with 2 columns: Item, Allowance

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)

Init.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

Init.

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User Notes:

128

(1867467895)

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable

(Paragraphs deleted)

§

or self-performs;

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.
- [] Litigation in a court of competent jurisdiction.
- [] Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

Init.

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User Notes:

129

(1867467895)

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraphs deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jeff Loebner
2737 Papin Street
St. Louis, MO 63103

Telephone Number: (314) 865-1293

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA 201	General Conditions		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

All Specifications dated March 19, 2012

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
G-1	Cover/Index	March 19, 2012
ASB-1	Asbestos Abatement	March 19, 2012
LBP-1	Lead Based Paint Abatement Work	March 19, 2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda 1	March 27, 2012	
Addenda 2	March 30, 2012	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Exhibit A Project Manual
 Exhibit B-Work Scope Package

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

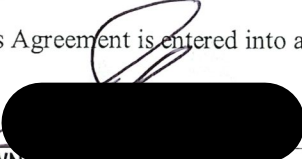
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Contractor’s Performance & Payment Bonds (AIA Document 312)	100% Payment and Performance Bond
Commercial General Liability	\$1,000,000 each occurrence

\$100,000 fire damage (any one fire)
\$5,000 medical expenses (any one person)

\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate


This Agreement is entered into as of the day and year first written above.


OWNER (Signature)


CONTRACTOR (Signature)

Bruce Cannon Shelby County Chairman
(Printed name and title)

Jeff Carlson President
(Printed name and title)

Public Inquiry Committee.


Additions and Deletions Report for **AIA[®] Document A132[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 8th day of May in the year 2012

...

Shelby County
301 East Main Street
Shelbyville, IL 62565-1265

...

Envirotech, Inc.
2737 Papin Street
St. Louis, MO 63103
Telephone Number: 314-865-1293

...

Shelby County Courthouse Restoration and Remodeling
301 East Main Street
Shelbyville, IL 62565-1625

...

Morrissey Construction Company
P.O. Box 189
705 Southmoor Place
Godfrey, IL 62035
Telephone Number: (618) 466-3112
Fax Number: (618) 466-9284

...

Melotte Morse Leonatti Parker, Ltd.
213 1/2 South Sixth Street
Springfield, IL 62701-1502
Telephone Number: 217-789-9515
Fax Number: 217-789-9518

PAGE 2

Scope of Work: All Abatement work complete per the plans and specifications dated March 20, 2012.

...
May 21, 2012

...
Not Applicable

...
§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Forty Five (45) days from the date of commencement, or as follows:

PAGE 3

Stipulated Sum, in accordance with Section 4.2 below

...
§ 4.2.1 The Stipulated Sum shall be Fifty Four Thousand Five Hundred Dollars (\$ 54,500.00 Base Bid), subject to additions and deletions as provided in the Contract Documents.

...
30lf

100 each

6.50/sq ft

...
~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed — percent (— %) of the standard rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed _____ percent (____%) of the standard rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

~~§ 4.4.7.2~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

~~§ 4.4.7.3~~ Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

~~§ 4.4.7.4~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

PAGE 4

Not Applicable

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Forty Five (45) days after the Construction Manager receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (150 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 5

Not Applicable

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~
- ~~.2 Add the Contractor's Fee, less retainage of — percent (— %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of — percent (— %) from that portion of the Work that the Contractor self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of — percent (—%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of — percent (—%) from that portion of the Work that the Contractor self performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§
or self-performs;

...

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

...

[] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

PAGE 6

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

...

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

...

Jim Warren
Shelby County Courthouse
321 East Main Street
Shelbyville, IL 62565-1625
Telephone Number: 217-273-0578

...

Jeff Loebner
2737 Papin Street
St. Louis, MO 63103

Telephone Number: (314) 865-1293

...

AIA 201

General Conditions

PAGE 7

All Specifications dated March 19, 2012

...

G-1
ASB-1
LBP-1

Cover/Index
Asbestos Abatement
Lead Based Paint
Abatement Work

March 19, 2012
March 19, 2012
March 19, 2012

...

Addenda 1
Addenda 2

March 27, 2012
March 30, 2012

...

Exhibit A Project Manual
Exhibit B-Work Scope Package

...

Contractor's Performance & Payment
Bonds (AIA Document 312)

100% Payment and Performance Bond

Commercial General Liability
\$1,000,000 each occurrence
\$100,000 fire damage (any one fire)
\$5,000 medical expenses (any one person)
\$1,000,000 personal and advertising
injury
\$2,000,000 general aggregate

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:29:28 on 05/08/2012 under Order No. 3450228623_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

MORRISSEY
CONSTRUCTION COMPANY

705 SOUTHMOOR PLACE • P.O. BOX 189 • GODFREY, ILLINOIS 62035 • (618) 466-3112
FACSIMILE NUMBER (618) 466-9284
www.morrisseyconstruction.com
Email: info@morrisseyconstruction.com

Exhibit A

PROJECT INFORMATION MANUAL

Shelby County Courthouse
301 East Main Street
Shelbyville, IL 62565

Prepared by:

Morrissey Construction Company

705 Southmoor Place
Godfrey, IL 62035
(Phone) 618-466-3112
(Fax) 618-466-9284

PROJECT NUMBER

1004

INTRODUCTION

The "Project Information Manual" establishes the requirements for construction operations for this project. It will also serve as meeting notes for the Preconstruction Conference. The information contained in this manual is an integral part of the Contract Documents and shall have the same force and effect as the terms and conditions of the Subcontract or Purchase Order.

Our philosophy that a team relationship between our management and employees, subcontractors, suppliers, architects, and the owner is an essential element of a successful project. The foundation for teamwork is open communication. This manual and the Preconstruction Conference are intended to communicate our expectations to you and we welcome you to communicate your needs and expectations to us.

Restoration and Remodeling of the Historic Shelbyville Courthouse

301 East Main Street
Shelbyville, IL 62565
Shelby County, Illinois

Contract documents for all subcontractors and suppliers, in addition to this agreement include:
Plans and specifications by Melotte Morse Leonatti Parker Ltd. dated March 19, 2012 and Addendum 1 dated March 27, 2012 and Addendum 2 dated March 30, 2012, AIA document C132-2009 - 1997 Standard Form Agreement between Owner and Construction Manager and AIA A132-2009.

SCOPE OF WORK - SUPPLIER

Supplier acknowledges that time is of the essence on this project, and that the project schedule represents the current plan of coordinating and completing the contract work, including the Supplier's work, for the entire project. This schedule will be updated on at least a monthly basis to reflect actual conditions encountered on the project and Supplier agrees to abide by the updated schedule.

Supplier agrees that its contract sum includes all resources and costs necessary to achieve the schedule. Supplier further agrees that it will provide the necessary labor, equipment and material resources required to achieve this schedule.

If Supplier fails to perform its work in accordance with this schedule, and said failure delays other contractors or subcontractors, Supplier acknowledges that it will be responsible to the Contractor and others for damages encountered, as well as any liquidated or actual damages imposed by the Owner or Contractor under this Purchase Order Agreement.

Supplier agrees to indemnify, defend and hold Contractor harmless from all damages resulting from Supplier's failure to perform in accordance with this schedule and to reimburse Contractor for all costs related to same.

Should Supplier's work be delayed by factors beyond its control, Supplier agrees to make adjustments to its staffing plan and schedule, at no additional cost to Contractor.

SCOPE OF WORK - SUBCONTRACTOR

Subcontractor scope of work includes, but is not limited to, all labor and material for all work complete per contract requirements, plans and specifications and subcontract requirements. Work includes all miscellaneous items necessary to accomplish a complete and finished project.

Subcontractor shall install and protect all material and workmanship from damage by the elements or otherwise until completed, remove all improper material and work when so directed by the General Contractor. Subcontractor shall coordinate all work with Contractor. Subcontractor shall provide sufficient qualified workers on the job as requested by the General Contractor.

Subcontractor will provide all cleaning and disposal of waste materials and compound debris and rubbish during construction and provide final clean-up upon completion. Waste shall be deposited in dumpsters as provided by General Contractor. This subcontractor shall adhere to all OSHA and safety guidelines and keep worksite in a clean and safe working environment. All work and material shall comply with applicable codes and ordinances and contract documents.

Subcontractor agrees to take all affirmative action steps necessary to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, national origin, creed, ancestry, age, citizenship, disability, handicap or veteran status.

Subcontractor will abide by all Department of Labor and OSHA rules, regulations and safety practices and all EEO and affirmative action as required by law and by contract requirements.

Subcontractor shall indemnify and hold harmless the Contractor from all liabilities, claims, or demands for injuries or damages to any persons or property which shall arise out of the work of the Subcontractor under this agreement.

This contract is subject to Architect/owner approval of materials, shop drawings, samples, etc.

Extras shall be allowed only if authorized in writing.

The subcontractor shall man the project with an adequate number of qualified personnel to expeditiously complete the work as required and as directed by Contractor. If any of the work is found to be defective or if the subcontractor fails to comply with the provisions here in or does not provide an adequate number of qualified workers on the job as determined by the Contractor, the Contractor may provide written default notice to the subcontractor. The subcontractor shall have 3 days to cure the default by correcting the defective work, complying with the provisions herein or providing an adequate number of qualified workers to the job. If the default is not cured during the notice period, the contractor may terminate the contract and recover any additional costs incurred in completing the work including delay and disruption damages.

If any damages are assessed against the Contractor by reason of delay in completion directly or indirectly resulting from delay of subcontractor in performance of Subcontractor's work, the Subcontractor agrees to pay to the Contractor such direct or indirect damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work required of subcontractor by this Subcontract.

If the Subcontractor for any reason fails or is unable to commence, prosecute and complete the work under this Subcontract, skillfully, promptly, and diligently, or shall be involved in any insolvency, bankruptcy, or debtor's proceedings, Contractor shall have the right, if it so elects, and without prejudice to any other rights it may have, by giving seventy-two hours written notice to Subcontractor, to take over or cause others to take any work being Performed under this Subcontract, or any part thereof together with any tools, equipment, appliances, materials, and supplies and to complete the work for the account of the Subcontractor by whatever method Contractor deems expedient. No material, equipment, tools, etc. stored or used on the job site at time of receipt of this notice can be removed or relocated from job site. In such an event no further payment to subcontractor shall be made until said project is completed, accepted and paid by Owner. Then, if the unpaid balance of the subcontractor price exceeds the entire cost of completing said work, such excess amount shall be paid to Subcontractor or receivership, bankruptcy or whatever may be the successor for the Subcontractor. However, if such entire cost exceeds unpaid balance, Subcontractor or its successor shall immediately pay the entire amount of such excess to Contractor.

OWNER / ARCHITECT / CONTRACTOR INFORMATION

Project Number 1004
Project Name Shelby County Courthouse
Project Address 301 East Main Street
Shelbyville, IL 62565

Owner's Representative Jim Warren
Owner Shelby County
Owner's Address 301 East Main Street
Shelbyville, IL 62565
Owner's Phone 217-273-0578
Owner's Fax

Architect's Representative Richard Morse
Architect Melotte Morse Leonatti Parker, Ltd.
Architect's Address 213 ½ South Sixth Street
Springfield, IL 62701-1502
Architect's Phone 217-789-9515
Architect's Fax 217-789-9518

Project Manager Matthew Goebel
Project Manager's Phone 618-467-3422
Project Manager's Fax 618-466-9284
Project Manager's Mobile 314-330-8997

Project Superintendent Claude Lane
Super. / Jobsite Fax
Super. / Jobsite Phone
Superintendent's Mobile 618-781-4482

CONTRACTS

The signed subcontract along with insurance certificates and bonds (if required) must be returned within five (5) calendar days from receipt, or the agreement shall become null and void, at the option of the General Contractor.

Please sign and return both copies of the completed contracts. One (1) fully executed copy of the contract agreement, having original signatures, will be returned for your record.

AFFIRMATIVE ACTION CONTRACTORS AGREEMENT

During the performance of this Contract, the Subcontractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or handicap. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the Provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising a labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and of the rules, regulations, and relevant order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor' non-compliance with the Equal Opportunity clause of this contract or with any of such rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontractor or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, Executive Order No. 11914 of April 28, 1976, so such provisions will be binding upon each subcontractor or vendor. The Contractor will take each action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such

provis including sanctions for noncompliance; PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with litigation's with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the above, the Contractor will be required to comply with all requirements of Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-2000d-4), 24 CFR Part I; Fair Housing Act (42 U.S.C. 3601-36), 24 CFR Part 100: Executive Orders 11063 (Equal Opportunity in Housing), 11246 (Equal Opportunity): and 12138 (Women's Business Enterprise); Section 3 of the HUD Act of 1968, as amended, (123 U.S.C. 1701u), 24 CFR Part 135, Age Discrimination Act of 1975 (42 U.S.C. 6101 etseq.), 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), 24 CFR Part 8.

The provisions of the Act of General Assembly of the State of Illinois entitle "An Act of Prohibit Discrimination and Intimidation on Account of Race or Color in the Employment under Contracts for Public Buildings or Public Works", approved July 8, 1977, as well as the Equal Employment Opportunity clause required by the Illinois Fair Employment Practices Commission, are hereby made a part of the contract the same as if incorporated verbatim herein.

8. Utilization of Minority Business

a. It is the policy of this Authority that minority businesses shall have the maximum practicable opportunity to participate in the performance of contracts of the Authority. This Authority has established a goal of at least 20% of its approved CIAP funds be awarded to contracts with MBE construction Contractors, architect/engineers, consultants, material suppliers, or to be purchased from MBE's under the HUD Consolidated Supply Program.

b. The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business" means a business with at least 51% minority ownership, control or distribution of profit and losses and whose management and daily business operations are controlled by a minority individual. For the purposes of this definition, minority group members are African-Americans (Blacks), Hasidic Jews, Spanish-speaking Americans, American Indians, Aleuts, Puerto Ricans, Asian Pacific Americans, and Asian Indians.

c. Contractors may rely on written representation by a subcontractor regarding its status as a minority business in lieu of an independent investigation.

9. Employment and Training Opportunities for Residents of Public Housing

a. It is the policy of the Authority to provide to the greatest extent feasible, opportunities for training and employment be given by construction Contractors and subcontractors to tenants of public housing owned by the Authority and Section 8 tenants.

b. The Contractor agrees to use its best efforts to carry out this policy in accordance with the Authority's Affirmative Action Plan and in the awarding of its subcontracts to the fullest extent consistent with the efficient performance of this contract.

Morrissey Construction Company is committed to non-discrimination and affirmative action in employment. Any person who applies for a job with this company will not be discriminated against because of race, color, creed, ancestry, religion, age handicap, sex, national origin, citizenship, disabled veteran or Vietnam veteran status.

This company is morally and legally committed to Equal Employment Opportunity in accordance with the Civil Rights Act of 1964 and Executive Order 11246 and 11375, as amended.

All qualified applicants are welcome and encouraged to apply for jobs with this company.

We are required to include the above provisions of non-discrimination in employment in every subcontract agreement.

This is to advise you that these provisions are a part of your subcontract agreement and that we do require you to comply fully and completely therewith. You are required to comply with all the EEO/Affirmative Action provisions of your subcontract agreement.

Equal Opportunity Provisions

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising such labor union or workers' representatives of the contractor's commitments hereunder, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

No Conflicts Certification

No member, officer, employee, representative or agent of The Illinois Housing Development Authority (the "Authority"), or the business associates or members of the immediate families of such individuals, has any interest in this contract, or any contract or subcontract, or the proceeds of any such contract or subcontract, entered into in connection with this contract.

Compliance with Davis-Bacon Act

The wages to be paid to all laborers and mechanics, if any, employed in connection with the attached contract shall not be less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed as determined by the United States Secretary of Labor. The contractor shall provide evidence (satisfactory to the Authority) that all

laborers and mechanics have been paid at rates not less than the prevailing wages as determined by United States Secretary of Labor.

Local Preference

The construction work to be performed under this contract (the "Project") shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u), that to the greatest extent feasible, (i) opportunities for training and employment shall be given to lower income residents of the unit of local government, metropolitan area or non-metropolitan county (as determined by the Secretary of HUD) in which the Project is located; and (ii) contracts for construction work in connection with the Project shall be awarded to business concerns engaged in the business of construction that are located in, or owned in substantial part by, persons residing in the same unit of local government, metropolitan area or non-metropolitan county as is the Project. Without limiting the generality of the foregoing, the contractor shall comply with (i) the provisions of the Section 3 Compliance Manual issued by the Authority (ii) the provisions of the Section 3 Clause, 24 CFR 135.38, attached hereto as Exhibit A.

Additional Provisions

Any and all references herein to laws, statutes, regulations, rules, manuals or orders shall be deemed to include any and all applicable amendments, modifications, supplements, restatements and successors thereto, together with any and all rules, regulations, manuals and orders issued in connection with such laws, statutes, regulations, rules, manuals or orders. No omission of any reference to any applicable law, statute, regulation, rule, manual, order or similar instrument shall constitute a waiver or limitation as to the applicability or enforceability thereof and the parties hereto shall comply with the same irrespective of any such omission.

Subcontracts

The contractor shall insert, or cause to be inserted, into each subcontract (of any tier) the provisions of the foregoing Sections.

Retainage

The contractor hereby acknowledges that all payments to be made under this contract are subject to the retainage requirements set forth in the Loan Agreement executed by the owner and the Authority.

SECTION 3 AGREEMENT

All section 3 covered contracts shall include the following clause, together with any and all applicable supplements and amendments thereto (referred to as the section 3 clause):

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by the HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under the section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations

in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

We earnestly solicit your full and immediate cooperation in this matter.

INSURANCE REQUIREMENTS

Before commencing the work, the Subcontractor shall procure and maintain at its own expense until completion and final acceptance of the work, at least, a certificate from all insurance companies showing that the required insurance is in force, stating policy numbers, date of expiration, and limits of liability there under, and further providing that the insurance will not be canceled or changed prior to, at least, thirty (30) days after written notice of such cancellation or change has been given to Contractor as evidenced by return receipt of registered or certified letter. Failure of the Contractor to strictly enforce this provision shall not relieve the Subcontractor of its obligation to comply.

If the Subcontractor fails to procure and maintain such insurance, Contractor shall have the right to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor for the Subcontractor shall be retained from any monies then due or which would thereafter become due to the Subcontractor. Coverage under such policy shall be primary with MCC and the Owner's insurance policies being excess over the Subcontractor's coverage.

A. Workmen's Compensation & Employer's Liability Insurance:

1.) Workmen's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, or the Scaffolding Act, the Subcontractor shall extend his Workmen's Compensation Insurance to provide and maintain in full force and effect during the period covered by this subcontract, insurance against the liability imposed under either or both of these Acts as applicable.

B. Comprehensive General Liability Insurance including but not limited to the following coverage:

- 1.) Premises - Operations Liability.
- 2.) Explosion and Collapse Hazard.
- 3.) Underground Hazard.
- 4.) Products - Completed Operations Hazard.
- 5.) Contractual Liability with respect to personal injury or property damage assumed under this subcontract agreement.
- 6.) Broad Form Property Damage Liability.

7.) Independent Contractors (Contractor's Protective) Liability if the subcontractor sublets or performs any portion of the work under this subcontract agreement.

8.) Personal Injury Liability.

9.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

C. Comprehensive Automobile Liability Insurance including the following coverage's:

1.) Owned vehicles.

2.) Hired vehicles.

3.) Non-Owned vehicles.

4.) Each of the above listed coverage's shall provide coverage in the following minimum limits of liability:

Bodily Injury including death
Property Damage

The above insurance contracts shall name the following as additional insureds in the insurance policy.

CONTRACT: Morrissey Construction Company
P.O. Box 189
Godfrey, IL 62035

OWNER: Shelby County
301 East Main Street
Shelbyville, IL 62565

ARCHITECT: Melotte Morse Leonatti Parker, Ltd.
213 ½ South Sixth Street
Springfield, IL 62701-1502

ALL SUBCONTRACTORS AS THEIR INTEREST MAY APPEAR

Original Certificates of Insurance in the type and amount specified by the Contract Documents must be **on file in Morrissey Construction Company office prior to the subcontractor commencing any work.**

PLEASE SEE ATTACHED SAMPLE CERTIFICATE OF INSURANCE.

CERTIFICATE OF INSURANCE

Date(mm/dd/yy)
07/24/2003

PRODUCER Insurance Agent's Name Insurance Agent's Mailing Address Insurance Agent's City, State & Zip	THIS CERTIFICATE IS ISSUE AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <h3 style="text-align: center;">COMPANIES AFFORDING COVERAGE</h3> COMPANY A COMPANY B COMPANY C COMPANY D
INSURED Subcontractor's Name Subcontractor's Street Address Subcontractor's City, State & Zip	COMPANY A COMPANY B COMPANY C COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	Policy Number	Eff Date	Exp Date	General Aggregate	\$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability				Products-Comp/Op Agg	\$2,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				Personal & Adv Injury	\$1,000,000
	<input type="checkbox"/> Owner's & Contractor's Prot				Each Occurrence	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability				Fire Damage (Any one fire)	\$ 50,000
	<input checked="" type="checkbox"/> Per Project Aggregate				Med Exp (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	Policy Number	Eff Date	Exp Date	Combined Single Limit	\$1,000,000
	<input checked="" type="checkbox"/> Any Auto				Bodily Injury (per person)	\$
	<input type="checkbox"/> All Owned Autos				Bodily Injury (per accident)	\$
	<input checked="" type="checkbox"/> Scheduled Autos				Property Damage	\$
	<input checked="" type="checkbox"/> Hired Autos					
A	GARAGE LIABILITY	Policy Number	Eff Date	Exp Date	Auto Only-Ea Accident	\$
	<input type="checkbox"/> Any Auto				Other than Auto Only	\$
					Each Accident	\$
					Aggregate	\$
A	EXCESS LIABILITY	Policy Number	Eff Date	Exp Date	Each Occurrence	\$1,000,000
	<input checked="" type="checkbox"/> Umbrella Form				Aggregate	\$1,000,000
	<input type="checkbox"/> Other than Umbrella Form					\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Policy Number	Eff Date	Exp Date	<input checked="" type="checkbox"/> Statutory Limits	\$
	The Proprietor/ Partner/ Executive Officers are: <input checked="" type="checkbox"/> Incl <input type="checkbox"/> Excl				Each Accident	\$ 500,000
					Disease-Policy Limit	\$ 500,000
					Disease-Each Employee	\$ 500,000
A	OTHER (stored materials if applicable)					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL LIMITS

Project Name: Shelby County Courthouse #1004/111084

Shelby County, Morrissey Construction Company, Melotte Morse Leonatti Parker, Ltd. are added as additional insured under contractors Comprehensive General Liability policy. Coverage under such policy shall be primary with Morrissey Construction Company and Owner's insurance policies being excess over the subcontractor's coverage. The worker's compensation and general liability policies include a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER Morrissey Construction Company Attn: Laurie Howell PO Box 189, Godfrey IL 62035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. _____ AUTHORIZED REPRESENTATIVE
--	---

SUBMITTAL PROCESS

All shop drawings, catalog cuts, samples and descriptive data shall be submitted to the General Contractor' Project Manager in accordance with the contract documents. Include the name of the project, name of supplier or subcontractor, description of product and applicable section of the specifications.

Make all submittals in a timely manner to secure necessary approvals and lead time to adhere to project schedule. Allow 14 days for return of shop drawings. All submittals must be received by General Contractor within 7 days of receipt of contract due to the short project duration.

Submittals shall be provided in accordance with the specifications:

No substitutions or deviations from the drawings and/or specifications will be allowed without the prior specific written authorization of Melotte Morse Leonatti Parker , Ltd.

PERFORMANCE / PAYMENTS BONDS

100% Payment and Performance Bonds

SCHEDULE OF VALUES

Within five (5) working day of receipt of contract, each subcontractor is required to submit a schedule of values breakdown of their work. This schedule should be submitted on the enclosed form "Original Contract".

The original contract form may include a predetermined breakdown of your work, if so complete the breakdown by inserting the values of each division of work and return this information as instructed above.

PAY REQUEST PROCEDURE

Payment Cover Sheet - Progress payment shall be in accordance with the contract documents.

Original Contract Work - This breakdown includes only the original contract amounts. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The totals at the bottom of this form shall be transferred to the bottom of Change Orders form.

Change Orders - This breakdown includes only the approved change orders which have been issued on the project. The amounts include the values of any owner purchased materials; do not deduct the value of the owner purchased material from this form. The grand totals at the bottom on this form shall be transferred to the first four lines of the Payment Cover Sheet.

The General Contractor, will not be responsible for requests rendered after the time specified. Requests for payment received after the time specified will be held for the following month's pay request.

Subcontractor and supplier payments will be made in the amount of 90% within seven (7) working days of receipt by The General Contractor, of payment from the Owner.

The pay request process is outlined below.

A monthly Pay/Progress meeting will be held (TO BE DETERMINED) of the month at (TBD) at the job site.

Attendance is mandatory if you are performing any work on the job site. Pay Requests will be made every 30 days. Therefore the following schedule has been established for the Pay/Progress meetings:

**Subs Pay Request
To MCC**

TBD

**Pay/Progress
Meeting Date**

TBD

Your monthly pay request or invoice(s) is due on the attached forms in our office no later than the dates above. **FAX COPIES WILL NOT BE ACCEPTED.** The original signed, notarized, Subcontract Pay Request Forms with exhibits must be received in our office no later than the above dates if it is to be included in the monthly pay request. **NO EXCEPTIONS!**

The enclosed Subcontractor/Supplier Affidavit is required with each pay request along with lien waivers from the prior pay request, including your lien waiver and lien waivers from all your subcontractors and suppliers. Lien waivers must be returned immediately.

COMPLIANCE REQUIREMENTS

Shelby County Courthouse requires all State of Illinois Prevailing Wage Payroll Compliance Requirements including the following:

1. Labor Relations Agreement – One Time Submittal (ATTACHED)
2. Contractor's Certification – One Time Submittal (ATTACHED)
3. Non Collusive Affidavit-One Time Submittal
4. Weekly Certified Payroll Compliance – TO BE SUBMITTED TO MCC WEEKLY
 - a. Weekly Payroll Forms and Instructions
5. Prevailing Wage Requirements for Shelby County.
6. W-9 Request for Taxpayers Identification Number and Certification.

PROJECT SCHEDULE

Construction will be ready to commence by May 21, 2012 with construction completion by October 19, 2012.

A detailed project schedule is attached. This progress schedule is subject to change. Subcontractor/Supplier agrees to make all schedule adjustments as requested by Contractor.

Each subcontractor and supplier will be furnished updated schedules. Inability to perform as scheduled shall require written notice to our office within three (3) working days of receipt of schedule. Non response to distributed construction schedules constitutes acceptance of the information shown. The current construction schedule is enclosed and is a requirement of your contract.

Time is of the essence in this Subcontract. Subcontractor shall prosecute and complete the work in a prompt and diligent manner whenever such work, or any part of it, becomes available, and at such other time or times as may be directed by the Contractor. Subcontractor shall not, by delay or otherwise, interfere with or hinder others working on the same project.

Subcontractor/Supplier shall be responsible for shop drawings, sample submittals in ample time to enable shipment of necessary materials and equipment to the jobsite on a timely basis. Subcontractor shall periodically, if requested, furnish progress and delivery schedules, reports, and such information as Contractor deems necessary for critical and crucial items.

The Subcontractor agrees to pay to the Contractor such direct damages, costs and expenses which Contractor may sustain by reason of any Subcontractor delay in performance where such delay, in whole or part, is attributable to or caused by failure to perform the work as required of subcontractor by this Subcontract.

LIQUIDATED DAMAGES

If the subcontractor or supplier fails to complete the work as required, or causes delay to the General Contractor or other subcontractors, which results in delayed completion, and if the Owner assesses liquidated damages, then subcontractor or supplier shall be liable for and pay the general contractor for liquidated damages of (???) per day. This clause is in addition to and does not limit other rights given to the General Contractor in the agreement or by law.

LAYOUT

The General Contractor will layout buildings corners and provide a reference elevation on each floor for the use of all subcontractors. All subcontractors are responsible for all layout and measurements required to complete their work in accordance with the contract documents.

CLEAN-UP

Each subcontractor shall be responsible for clean up. Remove its cartons, crates, boxes and debris at the end of each work day. Trash shall be removed from each floor of the building on a daily basis. Please inform your Job Superintendent or Foreman of this requirement.

Should any subcontractor repeatedly fail or refuse to perform its own cleanup, the Superintendent shall give notice and have this work performed by others. The entire cost of cleanup, including handling charges, shall be assessed to the party responsible. Further notice to the subcontractor will not be issued.

CLEANUP IS NOT AN EXCLUSION OF ANY SUBCONTRACTOR.

STORED MATERIALS

The specifications do not allow for payment of stored materials.

MATERIAL SHIPMENTS

Material shipments shall be consigned to:

Shelby County Courthouse
C/O Morrissey Construction Company
301 East Main Street
Shelbyville, IL 62565

Failure to ship material in accordance with the Project Schedule shall constitute a breach of the Purchase Order agreement. Termination without penalty may follow.

SAFETY REQUIREMENTS

The Morrissey Construction Company's safety Program is hereby incorporated into this contract. A copy will be provided upon receipt of written request.

Safety is the first priority!

The Subcontractor agrees to observe and comply with the provisions and requirements of the Safety Program and the Williams-Steiger Occupational Safety and Health Act of 1970 as amended, (OSHA) and applicable safety rules and regulations in performance of the work hereunder, to assume all responsibilities of the Contractor from all penalties, damages or other loss resulting from failure to do so. All subcontractors are responsible for all personal protective equipment for its employees.

The subcontractor/supplier agrees to indemnify and hold contractor harmless for, or and from, any loss, including but not limited to any fines, penalties and corrective measures, contractor may sustain by reason of subcontractor's/supplier's failure to comply with said laws, rules and regulations in connection with the performance, design, manufacture and/or construction of such equipment, materials and/or supplies purchased hereunder, of said contract.

The subcontractor/supplier warrants that the equipment, materials and/or supplies purchased hereunder are designed, manufactured and/or constructed so as to comply with all federal, state and local safety rules and regulations including, but not limited to, the Occupational Safety and Health Act of 1970.

Morrissey Construction Company is firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees and the quality of construction are a paramount concern. The use, possession or distribution of drugs in the work place is inconsistent with the achievement of these objectives. Strict adherence to maintaining a drug and alcohol free workplace and drug testing must be observed at all times. Accordingly, in order to enhance the safety of the workplace and to maintain a drug free work environment, all employees must undergo drug screening prior to commencing work. This will be a drug testing project and all workers must pass a drug test prior to commencing work on this project.

HOISTING

Subcontractors shall perform all unloading, hoisting, rigging, and final placement of all materials included in their subcontract and materials furnished by others and Installed by Subcontractor.

ACCESS TO WORK

Subcontractor shall furnish all scaffolding, ladders, swing stages, or any other means or methods that may be required to gain access to their work. All access equipment must comply will all OSHA and local safety requirements.

COORDINATION

The subcontractor is responsible for coordinating the requirements of its work with continuous work of other trades, to insure the proper matching and fitting of its work. Failure on the part of the subcontractor to comply with this requirement shall not be considered as a basis for establishing an extra to the subcontractor. All extra costs to correct the work to comply with the contract documents shall be the responsibility of the subcontractor.

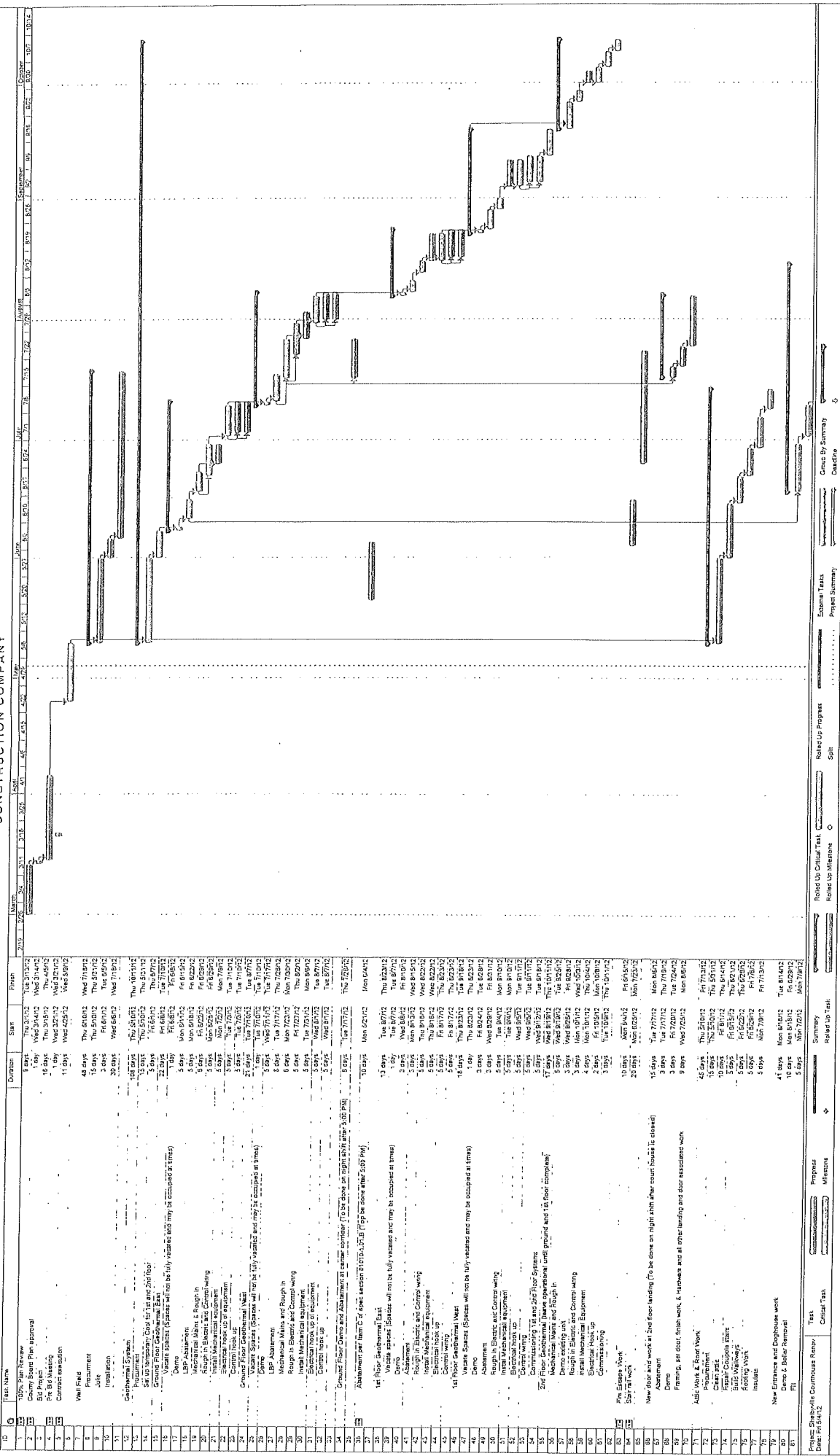
TESTING

Unless otherwise noted, testing shall be the responsibility of the owner. Subcontractors are responsible for assisting in all testing as requested by the General Contractor, the architect or owner. Testing shall be performed by the subcontractor at no cost to contractor in accordance with the respective specification sections.

EXHIBIT B

ALL ABATEMENT WORK PER BID PACKAGE FOUR-ACM & LBP ABATEMENT AND THE PLANS DATED
MARCH 19, 2012 AND SPECIFICATIONS DATED MARCH 19, 2012.

MORRISSEY CONSTRUCTION COMPANY



Project: Shelbyville Courthouse Renovation
 Date: 8/15/12

Legend:
 - Critical Task
 - Summary
 - Rolled Up Task
 - Road Up Critical Task
 - Rolled Up Mileston
 - Schema Tasks
 - Project Summary
 - Gantt By Summary
 - Gantt

Page 1

Zoning/EMA Report

Shelby County Board Meeting 5/9/12

Zoning

Petitions for Zoning Amendment(Map):

From Ag to GB by Bobby and Lori Hinton. Property located in section 10 of Clarksburg Township, corner of County Road 798.5N and County Road 2148.5E, in Clarksburg. They would like to operate an automobile restoration shop.

From R1 to GB by Shelby West LLC. Property located in section 11 of Rose Township. North of Rt. 16 just west of Wal-Mart outside of Shelbyville. They would like to develop storage units.

From GB to R1 by William Olsen. Property located in Section 11 of Shelbyville Township just east of County Road 2200E on Rt. 16. Petitioner would like to sell part of the property as a residential property.

Zoning Amendment(Text):

Amendment passed by the County Board in December has been found to not be in conformance with current State Statute 55 ILCS 5/5-12020.

All Requests passed the Planning Commission and Board of Appeals.

9 Building Permits Issued

5 New Residences

3 Accessory Buildings

1 Grain Bin

EMA

May is See Something, Say Something Month.

Received \$3700.00 Hazardous Materials Emergency Preparedness Grant. To be used for Local Emergency Planning Committee drills and planning.

April Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Fee</u>
12-020	4/5/2012	Jeremy Jokisch	20;Shelbyville	2013-20-01-101-006	New Res.	\$ 175.00
12-021	4/5/2012	Travis Elliott	10;Dry Point	0524-10-00-400-014	New Res.	\$ 175.00
12-022	4/5/2012	Ryan Creamer	29;Rural	1906-29-00-400-005	New Res.	\$ 175.00
12-023	4/9/2012	Don Shuster	33;Penn	1302-33-00-300-001	Acc. Build.	N/F
12-024	4/12/2012	DeClerck Farms	35;Todd's Point	2205-35-00-400-015	New Res.	\$ 175.00
12-025	4/13/2012	Mark Kuehl	04;Dry Point	0524-04-00-300-008	Acc. Build.	N/F
12-026	4/23/2012	Scott and Kathy Lantz	10;Rose	1812-10-00-300-004	Acc. Build.	\$ 125.00
12-027	4/24/2012	William and Sharman Bastl	29;Okaw	1208-29-	New Res.	\$ 175.00
12-028	4/30/2012	Brad Walk	03;Sigel	2127-03-00-400-009	Grain Bin	N/F

Resolution Number: 2012 - 14

Applicants: Bobby and Lori Hinton


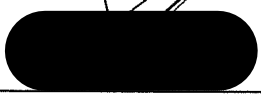
Whereas, petition by Mr. and Mrs. Hinton are wishing to rezone their property, that is currently zoned Agriculture(Ag) General Business(GB), to develop a automotive restoration shop. The property is located at S10 T10N R4E LOTS 1-2 BLK 9 ORIGINAL TOWN OF CLARKSBURG 100' X 120'(Section 10 of Clarksburg Township). The entire area of said property will be rezoned.

Whereas, hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission and Zoning Board of Appeals;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 9th day of May, 2012, that the rezoning request for the said real estate be approved.


BE IT FURTHER RESOLVED that the Zoning Administrator be, and he is, hereby directed to issue Notice of District Change to the owner of the said real estate.

Duly adopted and approved this 9th day of May, 2012.

**Bruce Cannon, Chairman
Shelby County Board**

ATTEST:



Kathy Lantz, Shelby County Clerk



Resolution Number: 2012 - 15

Applicants: Shelby West LLC.


Whereas, petition by Shelby West LLC., wishing to rezone their property, that is currently zoned Residential(R1) to General Business(GB), to develop a boat and camper storage business. The property is located at S11 T11N R3E BEG 1029.12' E & 626.85' N OF SW COR SE THENCE N 624.45' E 249.98' S 625' W 250' TO POB 3.58 AC (Section 11 of Rose Township). The entire area of said property will be rezoned.

Whereas, hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission and Zoning Board of Appeals;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 9th day of May, 2012, that the rezoning request for the said real estate be approved.

BE IT FURTHER RESOLVED that the Zoning Administrator be, and he is, hereby directed to issue Notice of District Change to the owner of the said real estate.

Duly adopted and approved this 9th day of May, 2012.

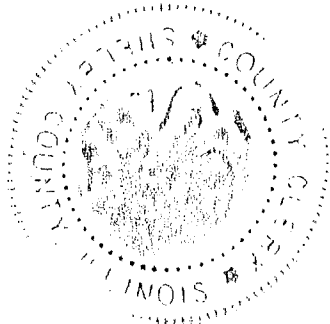


Bruce Cannon, Chairman
Shelby County Board

ATTEST:



Kathy Lantz, Shelby County Clerk



Resolution Number: 2012 - 16

Applicants: William Olsen

Whereas, petition by Mr. Olsen, he wishes to rezone his property, that is currently zoned General Business(GB) to Residential (R1), to sell a house for residential purposes. The property is located at S11 T11N R4E 1.4 AC OFF S END S OF RR W 1/2 W 1/2 SW The eastern .47 acres of said property will be rezoned.

Whereas, hearings with respect to this rezoning request concerning the said real estate have been held before the Shelby County Planning Commission and Zoning Board of Appeals;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Shelby County assembled this 9th day of May, 2012, that the rezoning request for the said real estate be approved.

BE IT FURTHER RESOLVED that the Zoning Administrator be, and he is, hereby directed to issue Notice of District Change to the owner of the said real estate.

Duly adopted and approved this 9th day of May, 2012.




**Bruce Cannon, Chairman
Shelby County Board**

ATTEST:



Kathy Lantz, Shelby County Clerk



SHELBY COUNTY, ILLINOIS

AMENDMENT TO
ZONING ORDINANCE
OF
SHELBY COUNTY, ILLINOIS
2005

No. 12-03-0"

ADOPTED: May 9th, 2012

Published in pamphlet form by authority of
the County Board of Shelby County, Illinois,
this 9th day of May, 2012

Prepared for

The Shelby County Zoning Commission
The Shelby County Board of Appeals
The County Board of Shelby County

AN ORDINANCE PROVIDING FOR THE PLACEMENT OF
PRIVATE USE WIND ENERGY TURBINES

WHEREAS, an Application for amendment to the Zoning Ordinance for Shelby County has been made by the Zoning Administrator and said application was referred to the Shelby County Planning Commission for public hearing and at its meeting on April 18th, 2012 recommended that such amendments be made by the Shelby County Board; and,

WHEREAS, said application was referred to the Shelby County Board of Appeals for further hearing and at its meeting on April 26, 2012, recommended that such amendments be made by the Shelby County Board; and

WHEREAS the Zoning Ordinance of Shelby County, No. 05-05 provides for the setting of certain fees to be charged by and paid to Shelby County for various zoning application, permits and appeals;

WHEREAS, this ordinance shall be published in pamphlet form;

NOW, THEREFORE BE IT ORDAINED by the Shelby County Board that the aforementioned Zoning Ordinance is to be amended as follows:

ARTICLE II, Section 16 COMMERCIAL WIND ENERGY SYSTEM STANDARDS shall read:

ARTICLE II § 16. WIND ENERGY SYSTEM STANDARDS

DEFINITIONS

Applicant means the entity or person who submits to the county an application for the siting of any WECS or Substation.

Financial Assurance means reasonable assurance from a credit worthy party, examples of which include a surety bond, trust instrument, cash escrow, or irrevocable letter of credit.

Private/Individual WECS means a WECS that is to be constructed for the sole purpose of generating energy for the property it is constructed on.

Operator means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third party subcontractors.

Owner means the entity or entities with an equity interest in the WECS(s), including their respective successors and assigns. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless the property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS (s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.

Professional Engineer means a qualified individual who is licensed as a professional engineer in any state in the United States.

Primary Structure means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary Structure includes structures such as residences, commercial buildings, hospitals, and day care facilities. Primary Structure excludes structures such as hunting sheds, storage sheds, pool housed, unattached garages and barns.

Substation means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.

Wind Energy Conversion System (WECS) means all necessary devices that together convert wind into electricity, including the rotor, nacelle, generator, WECS Tower, electrical components, WECS foundation, transformer, and electrical cabling from the WECS Tower to the Substation(s).

WECS Project means the collection of WECS and Substations as specified in the siting approval application of this Ordinance.

WECS Tower means the support structure to which the nacelle and rotor are attached.

WECS Tower Height means the distance from the rotor blade at its highest point to the top surface of the WECS foundation.

Regulation of Commercial Wind Energy Systems (Wind Farms)

- a. No person shall construct or operate a wind energy conversion system (WECS) without having fully complied with the provisions of this Section. For purposes of this Section, WECS refers solely to each combined wind turbine and tower. All WECS equipment shall be in compliance with all applicable state and federal regulatory standards including the Uniform Building Code as adopted by the State of Illinois, the National Electrical Code as adopted by the State of Illinois, FAA requirements, EPA regulations (hazardous waste, construction, storm water; etc) and any other statutory or regulatory requirements.
- b. Facility equipment shall conform to applicable industry standards including the American Wind Energy Association standards for wind

turbine design and related standards adopted by the American Standards Institute (ANSI). Applicants shall submit certificates from equipment manufacturers that the equipment is manufactured in compliance with industry standards.

Permits Required

- a. A WECS permit shall be obtained from the Zoning Administrator for the construction of all WECS.
- b. A building Permit shall be obtained to allow construction of WECS.

Application Requirements

An application for a permit to build a wind energy system shall include the following:

- a. A WECS Project summary, including, to the extent available: (1) a general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s), type(s) of WECS(s), number of WECSs, and name plate generating capacity of each WECS; the maximum height of the WECS Tower(s) and maximum diameter of the WECS(s) rotor(s); the general location of the project; and (2) a description of the Applicant, Owner, and Operator, including their respective business structures.
- b. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s), if known.
- c. Petitioner will provide a graphic Site Plan Exhibit including the easement boundaries final site location and legal descriptions for each site to the Zoning Administrator for approval before construction begins. Petitioner will furnish the Zoning Administrator with certified "as built" site plans and easement descriptions drawings showing the location of wind turbines, roads, transmission lines and all other improvements. A topographic map of the project site shall include the project site and the surrounding area.
- d. Location of all above-ground utility lines within a radius equal to two (2) times the height of the proposed WECS.
- e. Location of all underground utility lines on the WECS site.
- f. Dimensional representation of the structural components of the tower construction including the base and footings.

- g. Schematic of electrical systems associated with the WECS including all existing and proposed electrical connections.
- h. Manufacturer's specifications and installation and operation instructions or specific WECS design information.
- i. Certification by a registered professional engineer that the tower design is sufficient to withstand wind load requirements for structure as defined by BOCA.
- j. All turbines shall be new equipment commercially available; no used, experimental or proto-type equipment still in testing shall be approved by the Zoning Officer or the Zoning Board of Appeals.

Setback Requirements

- a. No WECS shall be constructed in any setback, dedicated public easement or dedicated public right-of-way without prior written authorization from the landowner, township and county.
- b. Installation of any WECS may not be nearer that three hundred fifty (350) feet or 1.1 times the height of the WECS, whichever is greatest, to any property lines, dedicated roadway, railroad right-of-way for overhead electrical transmission or distribution lines. Distance shall be measured from the foundation at the base of the turbine. New structures built adjacent to wind power facilities shall maintain these same minimum setback requirements. Participating land owners within the area comprising the wind energy conversion system may waive property line setbacks with written approval from all landowners sharing such property line.
- c. Except as provided herein the setback distance for turbines with a rated capacity of 1.0 MW or less shall be 1,000 feet or more from any existing or occupied residence and turbines with a greater rated capacity shall be set back 1,400 feet or more from any existing or occupied residence or from the boundary of any to which as of the date of approval of the Special Use is in a platted subdivision and shall be setback from a property line 1.1 times the height of the turbine with the blade tip at its highest point. Distance shall be measured at the time of application for building permit from the foundation at the base of the turbine. A turbine may be placed as near as 600 feet from an occupied residence with the prior written approval of the owner. The setback distance will

be followed except in specific instances allowed in the special use permit by the Zoning Board of Appeals.

- d. The setback distance for the turbines will be 1500 feet from any platted community which enforces its own government. Distance shall be measured from the foundation at the base of the turbine to the closest Corporate Limit boundary line. (Shelby County will reference the most current Official Year Book on file with the Zoning office).

Safety Requirements

- a. **Blade Clearance** The minimum distance between the ground and any protruding blade(s) utilized on a WECS shall be fifteen (15) feet, as measured at the lowest point of the arc of the blades. The minimum distance shall be increased as necessary to provide for vehicle clearance in locations where over-sized vehicles might travel.
- b. **Climbing Towers. Tower Access** Access to lattice towers shall be controlled by fences six (6) feet in height around the tower and anti-climbing devices. Fences will not be required for tubular towers with an internal ladder and locked door. Existing local regulations shall cover wind systems as well.
- c. **SIGNAGE.** Signage regulations are to be consistent with ANSI and AWEA standards. Signs warning of high voltage shall be posted at least at the entrances of the facility.
- d. **NOISE and VIBRATION.** Noise and vibration levels shall be in compliance with all County and Illinois Pollution Control Agency (IPCA) regulations.
- e. **ELECTRICAL COLLECTION CABLES.** All WECS electrical collection cables between each WECS shall be located underground unless they are located on public or utility rights-of-way or with prior County approval. All communication lines that are buried should be at a depth consistent with local utility and telecommunication underground lines standards until the same reach the property line or a substation adjacent to the property line.
- f. **TOWER CONSTRUCTION.** Tower construction shall be in accordance with all applicable sections of the Illinois Statutes, if any.

- g. **UTILITY INTERCONNECTION.** The WECS, if interconnected to a utility system, shall meet the requirements for interconnection and operate as set forth in the electrical utility's then-current service regulations applicable to WECS.
- h. **WASTE MANAGEMENT.** All SOLID WASTE whether generated from supplies, equipment, parts, packaging, or operation or maintenance of the facility, including old parts and equipment, shall be removed from the site in a timely manner consistent with industry standards. All HAZARDOUS WASTE generated by the operation and maintenance of the facility, including but not limited to lubricating materials, shall be handled in a manner consistent with all local, state and federal rules and regulations.
- i. **LIGHTING.** Projects shall utilize minimal lighting. No tower lighting other than normal security lighting shall be permitted except as may be required by the FAA.

Public Services

- a. **Roads.** Any proposed access roads that will be used for construction purposes shall be identified and approved by the Township Road Commissioner and the County Engineer prior to issuance of the building permit. Township Road Commissioner and County Engineer shall conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage.
- b. Any road damage repairs caused by the transport of the facility's equipment, the installation of same, or the removal of same, must be completed to the satisfaction of the Township Road Commissioner and the County Engineer. The Township Road Commissioner and County Engineer may choose to require either remediation of road repair upon completion of the project or are authorized to collect fees for oversized load permits. Further, a corporate surety bond in an amount to be fixed by the Township Road Commissioner or the County Engineer may be required by the Township Road Commissioner or the County Engineer to insure the township or the county that future repairs are completed to the satisfaction of the unit of local government.
- c. **Dust Control** Reasonable dust control measures will be required by the County during construction of the WECS.

- d. **Sewer and Water** Any facility shall comply with existing septic and well regulation as required by the Shelby County Health Department and the State of Illinois Department of Public Health.
- e. **Drainage Repair** All damages to waterways, drainage ditches, field tiles, or any other infrastructures caused by the construction or maintenance of the WECS, must be completely repaired to near original condition.

Engineer's Certificate

The engineer's certificate shall be completed by a structural engineer registered in the State of Illinois and shall certify that the tower and foundation are compatible with and appropriate for the turbine to be installed and that the specific soils at the site can support the apparatus. All commercially installed wind turbines must utilize self-supporting tubular towers.

Certificate of Contracts

Certificate shall verify that power purchase contracts, power transmission contracts, and other legal rights are in place.

Decommissioning Plan

- a. Petitioner shall ensure that the facilities are properly decommissioned upon the end of the project life or facility abandonment. Petitioner's obligations with respect to decommissioning shall include removal of all physical material pertaining to the project improvements to a depth of 48" beneath the soil surface, and restoration of the area occupied by the project improvements to as near as practicable to the same condition that existed immediately before construction of such improvements. Prior to issuance of a building permit, Petitioner will provide a bond, letter of credit or other security acceptable to the County, for the cost of decommissioning each tower to be constructed under that building permit, which security shall be released when such tower is decommissioned. Petitioner will provide an affidavit to the Shelby County Zoning Board representing that all easements for wind turbines shall contain terms that provide financial assurance, including access to the salvage value of the equipment, for the property owners to ensure that facilities are properly decommissioned within twelve (12) months of expiration or earlier termination of the project.

- b. Obtaining necessary recorded access easements and necessary recorded utility easements, copies of which shall be submitted to the Zoning Administrator.
- c. No appurtenances other than those associated with the wind turbine operations shall be connected to any wind tower except in accordance with the Shelby County Zoning Ordinance.

Required Safety Features

- a. All WECS shall be designed with an automatic overspeed control to render the system inoperable when winds are blowing in excess of the speeds for which the machine is designed.
- b. All WECS shall have a manually operable method to render the system inoperable in the event of a structural or mechanical failure of any part of the system including the automatic overspeed control.
- c. All WECS shall be designed with an automatic control to render the system inoperable in case of loss utility power to prevent the WECS from supplying power to a de-energized electrical distribution system.
- d. Any WECS thereof declared to be unsafe by the Zoning Administrator by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the County Ordinances governing the removal of Nuisances.

Maintenance

The Zoning Administrator or his representative shall have the right, at any reasonable time, to enter, in the company of the owner, operator or his agent, the premises on which a WECS has been constructed to inspect all parts of said WECS installation and require that repairs or alterations be made within thirty (30) days if, in his judgment, there exist a deficiency in the structural stability of the system.

Inspections

Inspections at a fee to be determined from time to time may be made by the Zoning Administrator, or by a qualified inspector for equipment of this type selected by him, no more than once annually to certify the safety and maintenance of the WECS and accessory structures. Total annual inspection fees shall not exceed \$100.00 per WECS per year, with

an escalation equal to the change in the Consumer Price Index as reported by the Federal Government.

Arbitration

In the event a dispute arises as to satisfaction of the forgoing conditions to this special ordinance, such dispute may be resolved judicially or may at the request of the petitioner, county, or the aggrieved party, be resolved pursuant to binding arbitration in accordance with the procedures of the American Arbitration Association by an independent arbitrator acceptable to petitioner and the County or aggrieved party, as applicable. If petitioner and the County or the aggrieved party, as applicable, are unable to agree on an arbitrator, then each such party shall choose an independent arbitrator and their respective choices shall then choose an arbitrator. This condition shall not bind an aggrieved party, other than the County or petitioner, to submit to arbitration.

Further application after completion of project construction.

Construction of the wind farm shall begin within 12 months from the date of this Special Exception Use Ordinance. After construction is complete, the "as built" drawing showing the location of wind turbines, roads, transmission lines and all other improvements related to the wind turbine installation shall be delivered to the Zoning Office. Only the land utilized for these wind turbines and related improvements shall be designated for a the area of special exception permit. Upon completion of construction the surrounding area will be again zoned as originally designated prior to the application for Special Exception as if the Special Exception had never been granted. Additional wind turbines to be placed on that same parcel of land shall require another petition for recommendation by the planning commission and approval from the Zoning Board of Appeals.

WIND ENERGY SYSTEM STANDARDS(PRIVATE/INDIVIDUAL)

Regulation of Private/Individual Wind Energy Systems

- a. No person shall construct or operate a wind energy conversion system (WECS) without having fully complied with the provisions of this Section. For purposes of this Section, WECS refers solely to each combined wind turbine and tower. All WECS equipment shall be in compliance with all applicable state and federal regulatory standards including the Uniform Building Code as adopted by the State of Illinois, the National Electrical Code as adopted by the State of Illinois, FAA requirements, EPA regulations (hazardous waste,

construction, storm water; etc) and any other statutory or regulatory requirements.

- b. Facility equipment shall conform to applicable industry standards including the American Wind Energy Association standards for wind turbine design and related standards adopted by the American Standards Institute (ANSI). Applicants shall submit certificates from equipment manufacturers that the equipment is manufactured in compliance with industry standards.

Permits Required

- a. A WECS permit shall be obtained from the Zoning Administrator for the construction of all WECS.
- b. A building Permit shall be obtained to allow construction of WECS.

Rules and Setback Requirements of Private/Individual WECS Permits

- a. Turbines will be allowed in Ag, R1, RR, GB and I1
- b. A maximum height at the top of blade tip of 150 feet.
- c. A setback of 1.1 times the height of the unit at the top of the blade tip. This applies to any property line.
- d. Tower and blade color shall be painted white or gray or another non-reflective, unobtrusive color.
- e. No more than two turbines on a single tract of property will be permitted.

Violations

- a. Any person, firm or corporation, or agent, employee or contractor of such, who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provision of this Ordinance shall be in violation, and shall be subject to a fine of not more than five hundred dollars(\$500.00) for each offense. Each week a violation continues to exist shall constitute a separate offense. The Shelby County Zoning Administrator shall be responsible for the administration and enforcement of the regulations of this Ordinance. The Shelby County State's Attorney shall prosecute violations of this Ordinance for the County.

Severability

- a. If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the remaining portions of this Ordinance.



Fees

- a. Wind Energy Conversion System (**COMMERCIAL**) application for permit – FIVE HUNDRED (\$500.00) DOLLARS
- b. Wind Energy Conversion System (**PRIVATE/INDIVIDUAL**) application for permit – ONE HUNDRED TWENTY FIVE (\$125.00) DOLLARS.

Effective Date

This Ordinance shall become effective immediately upon passage from the Shelby County Board.

PRESENTED, APPROVED, AND ADOPTED, by the County Board of the County of Shelby, Illinois at a regular meeting thereof held on the 9th day of May, 2012.

Bruce Cannon, Chairman,
Shelby County Board, Shelby County,
Illinois

VOTE:

19 Ayes

0 Nays

Certification: 

Kathy A. Lantz
Shelby County Clerk and Recorder



ROAD & BRIDGE COMMITTEE

Meeting Minutes May 7th, 2012

- **Roll Call** Rob Behl, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
 - Claims were approved
- **New Business:**
 - Neoga Road Bids received – Low Bid was A.J. Walker at \$2,532,273 (Estimated Cost = \$2,951,863) – Expect construction to begin in June
 - Waterline relocation completed
 - Major Bridge Grant application approved for Wood Street Bridge in Shelbyville - \$1.177 million (80% Grant) – Funding is approved for FY 2017
 - Hosted Highway Commissioner conference last Friday – 45 in attendance
 - Clarksburg Township Bridge approved by IDOT to be placed on June 15th state bid letting; bridge is located 5 miles NW of Stewardson
 - Received Thank You letter for culvert installation
 - New Township 50-50 assessment values to be used for 50-50 petitions
 - Received notification of Lawsuit for accident occurring on Richland Township road
 - Have been accepted to receive GIS training through IDOT program Tuesday thru Thursday – Need substitute at County Board Meeting
 - Ash Grove closed bridge #087-3158: Lawyer from township sent letter to landowner requesting ROW – landowner had previously refused to provide ROW and now wants compensated.
 - 2013 Budget submittal due May 29th
 - Will review 2012 budget for potential revision due to bills for sign grant being paid this Fiscal Year
- **Old Business:**
 - Cold Spring Highway Commissioner requests recently closed bridge to be replaced; Herrick Highway Commissioner has worked on road at closed bridge and wants bridge replaced . – Cold Spring commissioner asked for low water crossing
- **Adjournment:** Next meetings scheduled for June 8th and 11th

FILED
MAY 09 2012

Patricia A. Darity
SHELBY COUNTY CLERK

ROAD & BRIDGE COMMITTEE
Meeting Minutes
May 4th, 2012

- **Roll Call** Bruce Cannon, Rob Behl, Dave Cruitt, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The Shelby County Highway Dept. hosted the semi-annual conference for Highway Commissioners and guests (see attached agenda)

- **Adjournment:** Next meeting scheduled for May 7th, 2012

FILED
MAY 09 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

SHELBY COUNTY

HIGHWAY COMMISSIONER SPRING CONFERENCE

FRIDAY, MAY 4, 2012

You are cordially invited to attend the Annual Spring Conference for Shelby County Highway Commissioners and Guests hosted by the Shelby County Highway Department.

This conference is intended to provide information that will aid in the performance of your duties and to facilitate coordination of future activities between all interested parties.

The tentative agenda for this year's conference is as follows:

AGENDA

- Registration and Introductions** (Coffee and Donuts Provided) 9:00 AM
- County Engineer** Items of interest and open discussion/suggestions
- Risk Management** Tim Drury, Bliss McKnight
- BREAK** More Coffee and Donuts
- Rural Emergency Addressing ...** Jared Rowcliffe, Shelby County ESDA and Zoning Administrator
- Wheel Loader and Grader Simulator** Darin Patrick, Altorfer – CAT Machine Sales Representative
- Lunch** Sponsored by Bliss McKnight

The conference is scheduled to begin at 9am on Friday, May 4th, 2012, at the Shelby County Highway Office and should conclude at about 1:00 pm.

Please call ahead of time so that a head count for lunch can be estimated.

Hope to see you there!

Sincerely,

Alan Spesard
County Engineer

Seed & Salary - May 8, 2012

Kay Kearney
Dave Crum
Erick Bennett

We reviewed Claims & approved.
We discussed equipment reimbursement
for Brian Green. Dave will make a
proposal to Committee County Board @
May 9 mtg.

FILED
MAY 08 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

May 8, 2012

Purchasing Committee

Present Don Stahl Jack Roessler Jim Warren
Robert Hunter Fred Doerner Robin Robertson Gary Geiger

Bills were presented

Motion made by Jack Roessler seconded by
Robert Hunter Voting Aye Jack Roessler Robert Hunter
Gary Geiger Robin Robertson Fred Doerner Jim Warren

Motion made by Robin Robertson to adjourn
seconded by Fred Doerner All voted aye

FILED
MAY 08 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

9:00 - 10:00 a.m.

Sheriff Miller
Tina Wade
Barb Bennett
Kay Kearney
Abs - Don Strohl

Michael A. Miller
SHERIFF OF SHELBY COUNTY
151 N. MORGAN STREET
PHONE 217-774-3941 FAX 217-774-2851
SHELBYVILLE, ILLINOIS 62565

LAW ENFORCEMENT COMMITTEE MEETING
5/3/12

1. E911 - Sheriff Miller talked with Howard Buffet about costs of 911 Addressing. Howard agreed to pay to fund this project (\$50,000)
2. Radio Systems
Waiting for FCC Approval
3. New Deputies
Merit Commission interviewed 19 applicants.
Sheriff will interview 4-6 for openings (deputies)
4. New Programs
Drug Task Force
Canine Units

Michael A. Miller



Shelby County Sheriff

FILED
MAY 03 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

Insurance Committee - May 2

Barb Bennett
Kay Kearney
Dave Pruitt
Richard Hayden

Discussed putting insurance out for bids.
Committee decided not at this time. We'll
revisit when we get some hard numbers.
National Liberty Ins. wanted to offer some
extra benefits over the Co. Insurance.
Jessica Fox going to find out from
employees on their feelings & get
back to us.

FILED
MAY 02 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

JOIN MEETING BLDG. + FINANCE COMMITTEE
WED. MAY 2nd 11:00AM

FILED
MAY 02 2012

MEMBERS PRESENT KENNY BARR, JIM ~~Kathryn A. Lantz~~ KATHRYN A. LANTZ
FRED DORNER, GARY GERGEN, DON SIMON, LARRY LEWZ.
SHELBY COUNTY CLERK

CHRISTIE WARE, KEVIN BUSHOR CEFS.

THE PURPOSE OF THIS MEETING IS TO DISCUSS
THE CEFS PUBLIC TRANSPORTATION FACILITY
MAINTENANCE AGREEMENT.

~~THE~~ A GRANT HAS BEEN APPROVED TO PURCHASE
THE PROPERTY AND EXPAND THE CURRENT FACILITY
WITH SHELBY CO. AS THE GRANT RECIPIENT AND
CEFS AS THE SERVICE PROVIDER.

THE COMMITTEE RECOMMENDS TO THE BOARD THE
ADDENDUM TO THE SHELBY COUNTY PURCHASE OF
SERVICE AGREEMENT FOR APPROVAL.

AS THE PROJECT PROCEEDS THE BUILDING COM.
AND PURCHASING COMMITTEE WILL BE INVOLVED
WITH CEFS IN THE BID AND CONSTRUCTION PROCESS.

THE FINANCE AND BUDGET COMMITTEE WILL BE
RESPONSIBLE FOR ~~LINE ITEM~~
ASSIGNING LINE ITEMS AND

BUDGET AMENDMENTS FOR THE PROJECT.

THERE WILL BE NO EXPENSE TO THE TAXPAYERS OF
SHELBY CO. MEETING ADJOURNS. 11:30

April 26, 2012
Animal Control
Ac Office
9:00

Brad Hudson
Dr Spesard
Kay Kearney
Joe Sunis
Robt Jordan

Reviewed - Payments/Bills

Discussion of Budget Concerns

- Some new line items/titles to better track costs
- Increase budget amounts - printer, tech., camera
"Office Supplies"

- Vehicle Maintenance / Fuel Separate or
leave together?

1. Doing more maintenance than in past
2. Old truck needed repairs
3. Higher fuel prices

Discussion of Rabies Vaccination & Tag Fees

- Differences between counties
- 3 year vs 1 yr
- Neutered dogs are usually less

After the meeting the committee
went down to the pound to review
the recent improvements made.

Added at the request of Kay Kearney

Via phone call rec. at 11:45am 4/26/12

JBY

FILED
APR 26 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

104

10:00 A.M. Health Comm.

All Bills were read + approved



Closures 10:30 A.M.

FILED
MAY 07 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

TREASURER'S REPORT

May 7, 2012

Beginning Balance	April 2, 2012	\$ 74,273.70
Deposits		
Bank Interest		\$ 18.50
Heartland Payment Systems--Credit Card Fuel Sales		\$ 1,528.28
Fuel Sales--Checks & Cash		\$ 286.59
Transfer From Busey Bank		\$ 940.45
Rent		\$ 2,735.00
		\$ 5,508.82
		\$ 79,782.52

Bills Received and Paid

Heartland Payment Systems--Fees	\$ 98.70	
USPS--Stamps	\$ 45.00	
Shelbyville Ace Hardware--Misc. Supplies	\$ 135.24	
Shelby Electric Cooperative--March & April, 2012	\$ 1,826.70	
Steve Wempen--Bookkeeping April, 2012	\$ 200.00	
Express Services Inc.--FBO 03-25-2012--04-29-2012	\$ 4,342.16	
Consolidated Communication-- April 2012	\$ 110.91	
Ameren CIPS-- Gas March, 2012	\$ 83.73	
City/Area Water-Sewer Department--April 2012	\$ 43.62	
WW Barnhart--Partial Payment on Balance	\$ 2,500.00	
R. L. Wempen Lumber, Inc.--Shovel & Rake	\$ 13.28	
Reber Welding--Hangar Door Repair	\$ 318.91	
Farm Pride--Tractor Repair	\$ 1,633.34	
J H Moore--Runway Lighting Repair	\$ 2,933.05	
		\$ 14,284.64
		\$ 65,497.88

Shelby County State Bank		\$ 65,497.88
BuseyBank		\$ 123.45
Farm Agency Account		\$ 26,667.66
Certificates of Deposit		\$ 65,184.88
		\$ 157,473.87

Prepared by Steve Wempen--Sec/Treas

FILED

MAY 09 2012

Kathy A. Dault
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	2-Apr-12	Balance Shelby County State Bank				\$ 74,273.70
	2-Apr-12	Heartland Payment Systems--Deposit			0.63	\$ 74,274.33
	2-Apr-12	Heartland Payment Systems--Deposit			144.28	\$ 74,418.61
	2-Apr-12	Heartland Payment Systems--Fees		68.39		\$ 74,350.22
4389	2-Apr-12	USPS--Stamps	022-7000.12-023	45.00		\$ 74,305.22
4390	2-Apr-12	Express Services, Inc.--FBO 3-25-2012	022-5210.01-023	580.00		\$ 73,725.22
4391	2-Apr-12	Shelby Electric Cooperative--March 2012	022-7810.12-023	999.59		\$ 72,725.63
	9-Apr-12	Heartland Payment Systems--Deposit			434.35	\$ 73,159.98
	9-Apr-12	Heartland Payment Systems--Fees		9.57		\$ 73,150.41
4392	10-Apr-12	Express Services, Inc.--FBO 4-01-2012, 4-08-2012	022-5210.01-023	1,543.99		\$ 71,606.42
4393	12-Apr-12	Reber Welding--Hangar Door Repair	022-7441.12-023	318.91		\$ 71,287.51
4394	12-Apr-12	Shelbyville Ace Hardware--Misc. Supplies	022-7000.12-023	135.24		\$ 71,152.27
	12-Apr-12	Heartland Payment Systems--Fees		0.06		\$ 71,152.21
	12-Apr-12	Rent--Barry Brunken \$85, Rick Brown \$255, S Jefson \$95				
		Leo Bachman \$85, Don Gherardini \$510				
		Donald Beyers \$285, Sam Durbin \$255				
	12-Apr-12	Fuel Sales			1,570.00	\$ 72,722.21
	13-Apr-12	Heartland Payment Systems--Deposit			120.51	\$ 72,842.72
	13-Apr-12	Heartland Payment Systems--Fees		10.69	482.57	\$ 73,325.29
	16-Apr-12	Heartland Payment Systems--Fees		0.06		\$ 73,314.60
	16-Apr-12	Heartland Payment Systems--Deposit			306.21	\$ 73,620.75
	16-Apr-12	Heartland Payment Systems--Fees		4.83		\$ 73,615.92
	23-Apr-12	Heartland Payment Systems--Deposit			160.24	\$ 73,776.16
	23-Apr-12	Heartland Payment Systems--Fees		5.10		\$ 73,771.06
4395	24-Apr-12	Express Services, Inc.--FBO 04-15-2012	022-5210.01-023	1,058.17		\$ 72,712.89
4396	26-Apr-12	Express Services, Inc.--FBO 04-22-2012	022-5210.01-023	580.00		\$ 72,132.89
4397	27-Apr-12	WW Barnhart--Partial Payment on Balance	022-7441.12-023	2,500.00		\$ 69,632.89
	30-Apr-12	Bank Interest				\$ 69,651.39
4398	2-May-12	Express Services, Inc.--FBO 04-29-2012	022-5210.01-023	580.00	18.50	\$ 69,071.39
4399	5-May-12	City Area Water-Sewer Department--Water	022-7810.12-023	43.62		\$ 69,027.77
4400	5-May-12	Steve Wempen--Bookkeeping April, 2012	022-5220.12-023	200.00		\$ 68,827.77
4401	5-May-12	R. L. Wempen Lumber, Inc.--Shovel & Rake	022-7443.12-023	13.28		\$ 68,814.49
4402	5-May-12	Shelby Electric Cooperative--April, 2012	022-7810.12-023	827.11		\$ 67,987.38
4403	5-May-12	Farm Pride--Tractor Repair	022-7441.12-023	1,633.34		\$ 66,354.04
4404	5-May-12	Consolidated Communications	022-7810.12-023	110.91		\$ 66,243.13

4405	5-May-12	J H Moore--Runway Lighting Repair	022-7442.12-023	\$ 2,933.05		\$ 63,310.08
4406	5-May-12	Ameren CIPS--Gas	022-7810.12-023	\$ 83.73		\$ 63,226.35
	7-May-12	Fuel Sales			\$ 166.08	\$ 63,392.43
	7-May-12	Transfer From Busey			\$ 940.45	\$ 64,332.88
	7-May-12	Rent-- Anthony Krause \$85, ⁴⁸⁰⁰ Derek Pearcy \$95				
		Barry Brunken \$85, Jeff Green \$85, AJ Wiss \$85				
		John Livesay \$95, Leo Bachman \$85				
		Gerald Culberson \$255, Ryan Creamer \$380			\$ 1,165.00	\$ 65,497.88
	7-May-12	Board Meeting--May 7, 2012				

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	DEBITS	CREDITS	BALANCE
	31-Aug-11	Beginning Balance - Busey Bank 2011-2012			272.55
676	3-Sep-11	Transfer to Shelby County State Bank	149.10		123.45
	23-Sep-11	Shelby County Treasurer		15,218.57	15,342.02
677	1-Oct-11	Transfer to Shelby County State Bank	15,218.57		123.45
	26-Oct-11	Replacement Tax--7th Allocation		994.82	1,118.27
678	7-Nov-11	Transfer to Shelby County State Bank	994.82		123.45
	21-Dec-11	Replacement Tax--8th Allocation		143.71	267.16
	22-Dec-11	Shelby County Treasurer		2,140.67	2,407.83
	29-Dec-11	Shelby County Treasurer		177.94	2,585.77
	30-Dec-11	Shelby County Treasurer		15.20	2,600.97
679	15-Jan-12	Transfer to Shelby County State Bank	2,477.52		123.45
	23-Jan-12	Replacement Tax--1st Allocation		612.39	735.84
680	31-Jan-12	Transfer to Shelby County State Bank	612.39		123.45
	18-Jan-44	Closed CD #125662		23,313.46	23,436.91
681	28-Feb-12	Transfer to Shelby County State Bank	23,313.46		123.45
	12-Mar-12	Replacement Tax--2nd Allocation		171.18	294.63
682	1-Apr-12	Transfer to Shelby County State Bank	171.18		123.45
	13-Apr-12	Replacement Tax--3rd Allocation		940.45	1,063.90
683	5-May-12	Transfer to Shelby County State Bank	940.45		123.45

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
BUDGET ACCOUNT SUMMARY **May 7, 2012**

CHECK NO.	DATE	5210.01	5220.12	6120.12	6822.12	7000.12	7441.12	7442.12	7443.12	7444.12	7810.12	8010.12	9900.12
4389	2-Apr-12	\$20,088.32	\$1,600.00	\$9,951.00	\$0.00	\$1,095.33	\$6,116.98	\$2,190.91	\$712.09	\$174,398.42	\$8,463.33	\$19,309.25	\$345.89
4390	2-Apr-12	\$580.00				\$45.00							
4391	2-Apr-12												
4392	10-Apr-12	\$1,543.99											
4393	12-Apr-12						\$318.91						
4394	12-Apr-12					\$135.24							
4395	24-Apr-12	\$1,058.17											
4396	26-Apr-12	\$580.00											
4397	27-Apr-12						\$2,500.00						
4398	2-May-12	\$580.00											
4399	5-May-12		\$200.00								\$43.62		
4400	5-May-12								\$13.28				
4401	5-May-12												
4402	5-May-12												
4403	5-May-12						\$1,633.34				\$827.11		
4404	5-May-12												
4405	5-May-12										\$110.91		
4406	5-May-12							\$2,933.05					
Meeting	7-May-12	\$4,342.16	\$200.00	\$0.00	\$0.00	\$180.24	\$4,452.25	\$2,933.05	\$13.28	\$0.00	\$83.73	\$0.00	\$0.00
YTD		\$24,430.48	\$1,800.00	\$9,951.00	\$0.00	\$1,275.57	\$10,569.23	\$5,123.96	\$725.37	\$174,398.42	\$10,528.29	\$19,309.25	\$345.89
Monthly Expenses			\$14,185.94										
Heartland Fees			\$98.70										
Illinois Dept. of Revenue			\$-										
Total Monthly Expenses			\$14,284.64										

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

April 2, 2012

Tad Mayhall calls the meeting to order.

The Minutes and Treasurer's Report were reviewed by all. A motion to approve both as present was made and it was approved by all saying Aye.

Bills Presented

Farm Pride--Tractor Repair	\$	1,633.34
R. L. Wempen Lumber, Inc.--Shovel & Rake	\$	13.28

Jim makes a motion to pay said bills as read and it was seconded.

Steve Wempen mentions the increase in the cost of fuel and that we should increase the selling price. After some discussion, Jim Looft made a motion to set the price at \$5.39 per gallon. It was approved by all saying aye.

Jim Looft mentions going up with Scott Jefson to experience the hump in 14-32 and also the corrugation of the 500 Ft. extension of runway 4-22 caused by the way the grass was planted.

A lengthy discussion on the issue followed with Scott Jefson explaining the issues and potential problems with each of the grass runways. Jim Schwerman was present and explained a couple ideas that might help correct the issues along with a couple other possible remedies that were mentioned.

It was decided that we keep runway 14-32 open and that we contact the FAA and have the NOTAM removed, and open up runway 4-22 with notations on the issue with both runways and how to avoid them.

Scott mentions needing to appoint someone with the authority to contact the FAA and make necessary changes in the airports listing. Tad mentions that if it takes a letter from the board, then we will provide one.

Jim Putney mentions the dandelions and when they go white and seed that it can be a problem and plug filters in aircraft. Jim Schwerman mentions having someone come out and spray them.

Jim Looft mentions getting a tank for jet fuel and after pricing a 10,000 gallon tank to accommodate Reed's ag planes that we would have to make a major project of it. Also mentioned was calling WW Barnhart and going over and picking our new fuel pump and card machine up and having some one else do the installation.

Jim Schwerman and Jim Hampton are present to be clear as to how close to the edge of the grass runways should the tilling of the ground be and also working a small area of ground to take care of some ruts.

Jim also gives an update on the farming and what remains to be planted.

Jim Putney suggest having a dumpster at a preset time so all hangar renters can clean clutter out of their hangars. After a brief discussion it was agreed that Jim would notify the renters that there would be a dumpster dopped off at the airport Friday April 13th for them to take advantage of.

Steve mentions that we have a new renter. His name is Anthony Krause and he has rented Scott's old hangar for his Cessna 150.

Jim Looft makes a motion to adjourn and it is seconded by tad.

Animal Control

May 31, 2012

9:00 a.m.

AC Office

Robt. Jordan

Brad Hudson

Joe Sims

Kay Kearney

Dr. Spesard

Reviewed and signed bills

Discussed 2011-2012 Budget Amendments

Reviewed NEW Budget - 2013

New line items = Technology

Truck Maintenance

Animal Care

Increase amounts on numerous line items

FILED
JUN 27 2012

Kathy A. Lantz
SHELBY COUNTY CLERK



April 30, 2012

Mr. Bruce Cannon
County Board Chairman
Shelby County
301 East Main Street
Shelbyville, IL 62565

Re: **Request ID: 5915**
Courthouse Restoration and
Geothermal Energy Conservation
Project

Dear Mr. Cannon:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$47,299 to the Shelby County ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. If the Grantee agrees to the terms and conditions in the agreement, please return one complete counter-signed copy of the Agreement no later than one month from today. Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period May 1, 2012 through April 30, 2013 (the "Grant Period"). It will be paid by the Foundation as follows: Following the Grantee's acceptance of the Agreement, payment will be made by the Foundation upon receipt of documentation from the Grantee that the system installation is complete and operation has commenced. An explanation of the required documentation is found in the Reporting Requirements Section of the Agreement.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for Courthouse Restoration and Geothermal Energy Conservation Project (the "Project") as described in the Project proposal and budget submitted to the Foundation by the Grantee and dated March 20, 2012. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any sub-grantees, sub-contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c)(3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

An **Interim Report** shall be submitted 6 months from the start date of this Agreement no later than November 1, 2012. The Interim Report shall include an update on building project activity including construction – if started – and installation of the geothermal system. If building construction or system installation has not started 6 months from the date of this grant award, a detailed explanation must be provided that includes an update on project financing and expected construction start, building completion and occupancy.

The Foundation requires the Grantee to submit a **Final Report** on this grant no later than 2 months after the end of the Grant Period or April 30, 2013. The report should cover the entire Grant Period and contain both (a) a detailed description of what was accomplished using the grant funds, including progress made toward achieving the goals of the Project and (b) a statement of Project expenditures and income showing the actual expenditures against the approved Project budget and listing all grant, loan and/or other funds received by the Grantee for the Project.

The final report should also include updated, as-installed data about the geothermal system covering all of the attributes in the *"Model Geothermal System Grant Completion Reporting Form"* and copies of the final invoice(s) from all vendors involved in the Project, showing amounts already paid and amounts still owed.

In addition, the grantee must provide an update of estimated energy saving from the system along with a minimum of 12 months of utility billing data comparing actual energy costs with original estimates.

The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **The Grantee agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

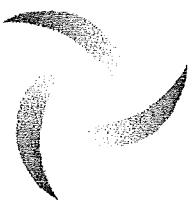
Grantee Shelby County LLC
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Bruce Lannon

Title of Signer Shelby County Board Chairman

Authorized Signature 
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed 5-9-2012



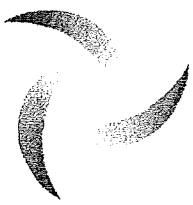
Please print clearly, type, or complete this form electronically to print.

Final Geothermal Project Information

Name of Facility: _____ Address: _____
 Type/Use of Facility: _____ Average Weekly Operating Hours: _____
 What Utility(ies) serve/will serve this facility: Electric: _____ Gas: _____
 Geothermal system is part of: New Construction____ Building Renovation____ HVAC Replacement____
 Area of Facility Conditioned by Geothermal System (sq ft): _____
 Geothermal Heat Exchanger Type (check all applicable) Closed Loop____ Open Loop____
 Ground Coupled____ Pond Coupled____ Horizontal____ Vertical____ Coil/Spiral____
 Standing Well Column ____ Surface Discharge____ Injection Well Discharge____
 Geothermal System Capacity (tons): _____ Geothermal Cooling EER: _____ Geothermal Heating COP: _____
 # of Heat Pump Units: _____ # of Wells: _____ Average Bore Depth (ft): _____
 Loop Field Pump Power (HP): _____ # of Loop Circuits: _____ Loop Field Site Area (sq ft): _____
 Integrated Hot Water Heating (Y/N): _____ Non CFC/Non Toxic Refrigerant (Y/N): _____
 Soil Conductivity Tests Completed (Y/N): _____ Thermally Enhanced Grout (Y/N): _____
 Estimated Warranties: Heat Pump (Years): _____ Loop Field (Years): _____
 Supplemental/Back-Up Heating System (Y/N): _____ If yes, Type: _____
 Comparison Conventional HVAC Type: _____ SEER/EER: _____ AFUE/E_t: _____ %
 Estimated Project Start Date: _____ Estimated Project Completion Date: _____

Project Installation Cost

Cost of Geothermal Installation: \$ _____ (include cost of Turn-Key Loop Field)
 Cost of Conventional System Installation: \$ _____
 Incremental Cost: \$ _____ Percent Increase in Cost: _____ %
 Grant Award (1/3 of Incr. Cost): \$ _____
 Net Geothermal System Cost to Grantee: \$ _____



Projected Energy Savings & Payback

Peak Demand: Conventional (kW): _____ Geothermal (kW): _____ Demand Reduction (kW): _____

Annual Energy: Conventional (MMBtu): _____ Geothermal (MMBtu) : _____ Savings (MMBtu): _____

% Reduction in Space Requirements: Mechanical Room _____% Floor to Floor _____%

% Annual Fossil Fuel Emissions Reduction: _____%

Estimated Annual Savings: Utility: \$ _____ + Maintenance: \$ _____ = Total: \$ _____

Estimated Simple Payback on Incremental Cost w/o Grant Assistance (Years): _____



If you have questions related to any of the items above in preparing this final report application, please contact Bob Romo by telephone at (312) 372-5191 x14 or by e-mail at bromo@illinoiscleanenergy.org.



April 5, 2012

Mr. Bruce Cannon
Shelby County, IL
R.R. #1 Box 63
Findlay, IL 62534

RE: Invitation to Grain Belt Express Clean Line Community Leader Roundtables

Dear Mr. Cannon:

Clean Line Energy Partners is developing a high voltage direct current transmission line called the Grain Belt Express Clean Line. The Grain Belt Express Clean Line is a 700-mile overhead, direct current transmission line that will transport clean energy from western Kansas to Missouri, Illinois and points farther east. Similar to the trains that carry grain harvested in the Midwest to eastern markets, the Grain Belt Express Clean Line will move renewable energy from abundant resource areas to markets with strong demand for low-cost, clean power.

The \$2 billion Grain Belt Express Clean Line will transport enough low cost, renewable energy to power 1.4 million American homes. The construction and operation of the transmission line and wind farms will create thousands of jobs, generate millions of dollars in tax revenue, and result in land payments to property owners. The transmission line and wind power projects will also create significant business opportunities for construction, manufacturing, and service companies involved in the wind energy and transmission industries.

An important part of our development effort is engaging with local stakeholders in our study area. **We are inviting community leaders to a series of roundtable workshops and we would like for you to attend.** At these workshops, the Grain Belt Express Clean Line team will discuss the need for transmission, provide information about the project, and seek your


input as we develop potential routes for the transmission line. Project materials will be available for review, and refreshments will be served.

Attached you will find a list of our roundtable workshops in Illinois. Because this is not a public meeting, **we ask that the County Board identify a delegation of board members to attend**, in order to avoid public notice requirements. Public meetings will be held at a later date.

Please RSVP by Monday, April 16, 2012 via email: RSVP@GrainBeltExpressCleanLine.com – or – by toll-free phone: 855-358-4340. Please specify which workshop you will attend.

We hope to see you at one of our roundtables. If you have any questions in the meantime, please do not hesitate to contact us. You can also find more information on our website: www.grainbeltexpresscleanline.com.

Sincerely,



Adhar Johnson

Diana Coggin

Mark Lawlor

Allison Smith

The Grain Belt Express Clean Line Development Team

Attachment: Community Leader Roundtables in Illinois

P.S. Don't forget to RSVP by April 16, 2012 via

Email: RSVP@GrainBeltExpressCleanLine.com

Toll Free Phone: (855) 358-4340

Please specify which roundtable you will attend.

GRAIN BELT EXPRESS

CLEAN LINE

Community Leader Roundtable Meetings in Illinois

Jacksonville

Monday, April 23, 2012
2:00 p.m. – 3:30 p.m.
110 North East Meeting Room
110 North East

Springfield

Tuesday, April 24, 2012
8:00 a.m. – 9:30 a.m.
Inn at 835
835 South Second Street

Taylorville

Tuesday, April 24, 2012
12:00 p.m. – 1:30 p.m.
Krieger's Restaurant – Banquet Room
105 West Bidwell Street

Shelbyville

Tuesday, April 24, 2012
6:00 p.m. – 7:30 p.m.
Shelbyville Senior Center
325 East North 9th Street

Newton

Wednesday, April 25, 2012
8:00 a.m. – 9:30 a.m.
Parklanes Restaurant
504 East Jourdan Street

Toledo

Wednesday, April 25, 2012
12:00 p.m. – 1:30 p.m.
First Neighbor Bank – Corporate Office
109 South New York Street

Marshall

Wednesday, April 25, 2012
3:00 p.m. – 4:30 p.m.
Clark County University of Illinois Extension
15493 N. State Highway 1

Robinson

Thursday, April 26, 2012
8:00 a.m. – 9:30 a.m.
Robinson Community Center
300 South Lincoln Street

Olney

Thursday, April 26, 2012
12:00 p.m. – 1:30 p.m.
The Holiday – Boardroom
1300 South West Street

Flora

Thursday, April 26, 2012
4:00 p.m. – 5:30 p.m.
Anthony's Restaurant
107 East North Avenue

Mount Vernon

Friday, April 27, 2012
8:00 a.m. – 9:30 a.m.
Fairfield Inn Meeting Room
217 Potomac Boulevard

Red Bud

Friday, April 27, 2012
12:30 p.m. – 2:00 p.m.
The Office Bar and Grill
123 South Main Street

Due to the Grain Belt Express Clean Line's large study area, we are not able to host a meeting in every county. We very much appreciate your attendance and apologize for any inconvenience this may cause. We hope that you will join us at the meeting location nearest you.

P.S. Don't forget to RSVP by Monday, April 16 via

Email: RSVP@GrainBeltExpressCleanLine.com

Toll Free Phone: (855) 358-4340

Please specify which roundtable you will attend.



**Invitation to Participate in the
ILLINOIS RIVERS PROJECT
COMMUNITY REPRESENTATIVE FORUM**

April 30, 1012

8:00 a.m. – 9:30 a.m.
Quincy City Center Hotel
201 South Third Street
Quincy, IL 62301

May 1, 2012

8:00 a.m. – 9:30 a.m.
Elks Club
205 East Second Street
Beardstown, IL 62618

May 2, 2012

8:00 a.m. – 9:30 a.m.
YMCA
900 McAdam Drive
Taylorville, IL 62568

May 3, 2012

8:00 a.m. – 9:30 a.m.
Arcola Center
107 West Main Street
Arcola, IL 61910

April 30, 1012

3:30 p.m. – 5:00 p.m.
YMCA
Route 99 South
Mt. Sterling, IL 62353

May 1, 2012

3:30 p.m. – 5:00 p.m.
Ameren Operating Center
1900 West Lafayette
Avenue
Jacksonville, IL 62650

May 2, 2012

3:30 p.m. – 5:00 p.m.
Ameren Illinois
General Office
Conference Room JPIC-1
(Auditorium)
370 South Main St.
Decatur, IL 62523

May 3, 2012

3:30 p.m. – 5:00 p.m.
Unique Suites Hotel
920 West Lincoln
Charleston, IL 61920

The Illinois Rivers Project

Ameren Transmission Company of Illinois (ATXI) proposes to construct new 345 kilovolt transmission lines that will interconnect Missouri, Illinois and Indiana. The Illinois Rivers Project will be routed from a new substation near Palmyra, Missouri, across the Mississippi River to Quincy, Illinois and continuing east across Illinois to Meredosia, Pawnee, Pana, Mt. Zion, and Kansas, then across the Indiana border to Sugar Creek. The project includes two additional segments from Meredosia to Ipava and Sidney to Rising. Ten substations will be built or expanded, including nine in Illinois, in addition to other facility modifications.

In conjunction with participating entities, the Midwest Independent System Operator, a regional transmission organization, launched a regional transmission planning process. As a part of this process, essential electric transmission projects or Multi-Value Projects (MVPs) were identified. The MVPs, including the Illinois Rivers Project, will facilitate the delivery of renewable energy, improve reliability, and provide economic and efficiency benefits. The projects also provide additional transmission capacity, local reliability benefits and local area voltage support for areas where generation facilities have, or are scheduled to be, shut down due to market conditions or environmental regulations. The Illinois Rivers Project is directly aligned with Ameren's strategic goals of providing our customers with reliable, efficient and environmentally responsible energy.

The Community Representative Forum

Stakeholder involvement is an important part of our electric transmission line siting process. The purpose of the Community Representative Forum is to encourage the participation of community representatives throughout the planning process. The Community Representative Forum includes public officials, representatives of local municipal groups, agency representatives and other community stakeholders within the project area. As a participant, you:

- Will be briefed on the project's need, benefits and schedule;
- Can participate in the route development and selection process by helping to prioritize criteria being considered; and
- Will become more knowledgeable and better able to respond to questions about the project.

RSVP Requested

We look forward to your participation in this important process. A designated representative may attend in your place. **Please RSVP by calling 800-229-9280 or email reply at ilriverstransmission@erm.com no later than April 27, 2012. Please include the meeting you plan to attend with your RSVP.**



Pana Community Hospital Foundation

April 13, 2012

Shelby County Board
PO Box 230
Shelbyville, IL 62565


Dear Friends:

Thank you for your recent \$50.00 gift to the Pana Community Hospital Foundation in memory of Randy Sims. His family will be notified of your kindness and will take comfort in knowing you are thinking of them during this difficult time. This is a kind and thoughtful remembrance on your part.

In addition to saying thank you, we would like to let you know that your generosity is an essential ingredient to our success. Each gift we receive at the Foundation Office is utilized to upgrade and expand the services of Pana Community Hospital to those in Pana and our surrounding service areas.

Once again, thank you for your support. A *Treasures of Our Hearts* envelope has been enclosed for your future use.

Sincerely,



Kim Rodgers
Executive Director
Pana Community Hospital Foundation

FILED
APR 16 2012

Randy A. Lentz
SHELBY COUNTY CLERK

Ken Hoene
RR 1
Shelbyville, IL 62565

February 14, 2012

Shelby County Board
Mr. Bruce Cannon
P.O. Box 230
Shelbyville, IL 62565

Re: Shelbyville Fire Protection District Trustee Reappointment

Dear Mr. Cannon:

I am currently serving as a trustee of the Shelbyville Fire Protection District. My three year term on the Board ends this April and by this letter, I am requesting that I be reappointed to the Board of Trustees of the District for a term of three (3) years, ending in April 2015.

If there are any questions concerning the foregoing or if any additional information is needed to complete my re-appointment, please contact me at 774-5611.

Thank you,

Sincerely,



Ken Hoene

Cc: Hon. Kathy Lantz
Shelby County Clerk

FILED
MAR 15 2012

Kathy A. Lantz
SHELBY COUNTY CLERK

SHELBY COUNTY, ILLINOIS

OATH OF OFFICE AS FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, having been duly appointed to the office of Trustee of the Shelbyville Fire Protection District does herewith on oath, after being first duly sworn, state and confirm that he will faithfully discharge the office of Trustee of the Shelbyville Fire Protection District, Shelby County, Illinois.



Kenneth F. Hoene

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

Subscribed and sworn to before me, a Notary Public, this 13th day of March, 2012.



Notary Public



PETITION TO THE CHAIRMAN AND COUNTY BOARD

OF

SHELBY COUNTY, ILLINOIS

The undersigned herewith petitions the Honorable Chairman and the Honorable Members of the County Board of Shelby County, Illinois for appointment as a Trustee of the Shelbyville Fire Protection District in accordance with the provision of Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4). The undersigned certifies that ~~she~~ he is a registered voter residing within the jurisdiction of the Shelbyville Fire Protection District and meets all qualifications to serve as a member of the Board of Trustees of the said Fire Protection District.

[Redacted Signature]

Kenneth F. Hoene

STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

Subscribed and sworn to before me, a Notary Public, this 13th day of March, 2012

[Redacted Signature]

Notary Public



SHELBY COUNTY, ILLINOIS

BOND OF FIRE PROTECTION DISTRICT TRUSTEE

The undersigned, Ken F. Hoene, was principal, and Dawn Hoene, as surety, and Penny Standerfer, as surety, jointly and severally, do herewith bind ourselves to the People of the State of Illinois in the penal sum of \$ 500.⁰⁰ that the said principal will faithfully discharge his obligations and duties as a Trustee of the Shelbyville Fire Protection District.


Principal


Surety


Surety

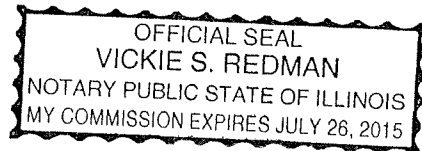
STATE OF ILLINOIS)
) SS.
COUNTY OF SHELBY)

On the 13th day of March, 2012, there did appear before me, a Notary Public, Ken F. Hoene, Dawn Hoene and Penny Standerfer, who being personally known to me, did execute the above and foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.


Notary Public

APPROVED:


Chairman, Shelby County Board



Date: 5/23/2012

RESOLUTION APPROVING THE APPOINTMENT OF TRUSTEE
FOR THE COWDEN FIRE PROTECTION DISTRICT

WHEREAS, the COWDEN 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

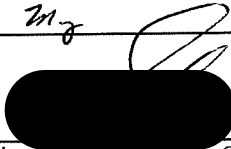
WHEREAS, 70 ILCS 705/4 (3), provides that the trustees for a fire protection district so situated shall be appointed by the presiding officer of the County Board with the advice and consent of the County Board, and

WHEREAS, there have been trustees appointed for the said fire protection district and the present term of STEVEN J. KRESIN will expire on the first Monday IN MAY OF THIS YEAR, and he has consented to serve another term, and

WHEREAS, the Chairman of the County Board has appointed STEVEN J. KRESIN to serve a full three year term as trustee commencing the first Monday in May, 2012, 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 STEVEN J. KRESIN to serve as Trustee for the COWDEN 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 9th day of May, 2012.



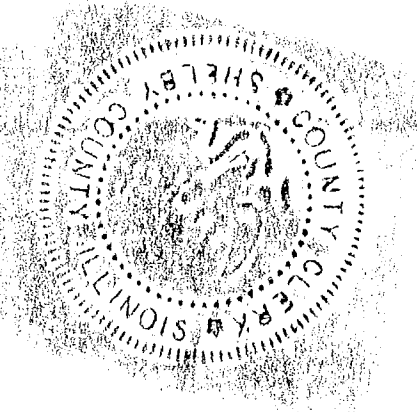
Chairman, Shelby County Board

Bruce Cannon

ATTEST:



County Clerk *J*



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

IN THE MATTER OF)
THE COWDEN FIRE PROTECTION DIST) NO. 76 MC 1

CERTIFICATE OF APPOINTMENT

I, the undersigned, County Clerk of Shelby County, Illinois, do hereby certify that STEVEN J. KRESIN was appointed by the Chairman of the County Board of Shelby County, Illinois, to a full three year term as trustee of THE COWDEN FIRE PROTECTION DISTRICT beginning on the first Monday in May, 2012, and that said appointment was approved by the County Board of Shelby County on the 9th day of May, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and seal of office on the 9th day of May, 2012.

 (Seal)
County Clerk

APPOINTMENT OF TRUSTEE FOR
THE COWDEN 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 STEVEN J. KRESIN as Trustee for the COWDEN 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, 2012, 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 24 Day of May 2012



Chairman, Shelby County Board

Bruce Lamm

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

IN THE MATTER OF)
COWDEN FIRE PROTECTION) No. 76-MC-1
DISTRICT)

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, STEVEN J. KRESIN as Principal, and RACHEL KRESIN and TRAVIS KRESIN 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 COWDEN 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 10 day of April, 2012.



Principal



Surety



Surety

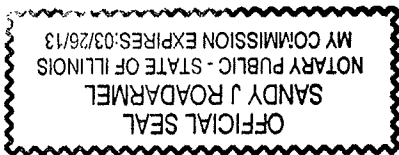
STATE OF ILLINOIS)
COUNTY OF SHELBY) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEVEN J. KRESIN and RACHEL KRESIN and TRAVIS KRESIN, 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 10 day of April, 2012.



Notary Public



OATH OF OFFICE

I, STEVEN J. KRESIN, do solemnly swear that I will faithfully perform the duties of a Trustee of the COWDEN 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 10 day of April, 2012.

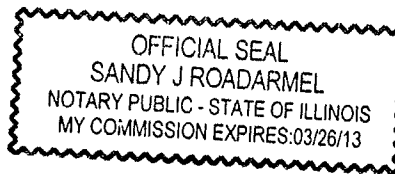
[Redacted signature]

SUBSCRIBED AND SWORN TO before me this 10 day of April, 2012.

[Redacted signature]

Notary Public

[Redacted signature]



BOND APPROVED: _____
Chairman, Shelby County Board

Steve Lamm

Shelby County Treasurer
 Monthly Report of Investments
 1-May-12
 Bank Balance: \$12,596,257.02

Passbooks, Money Markets, & Certificates of Deposits		Checking & Cash
\$ 639,201.51	MMD	
\$ 1,356,533.30	MMD General Fund	\$ 18,292.50
\$ -		
\$ -	County Payroll Clearing	\$ 78,595.60
\$ -		
\$ -	Section 105 Claims	\$ 2,000.00
\$ -		
\$ 51,536.65	PB County Health Fund	\$ -
\$ 125,617.18	CD	
\$ 18,503.59	MMD County Health-TB	\$ -
\$ 37,641.71	MMD	
\$ 40,482.73	MMD Animal Control Fund	\$ -
\$ 23,432.43	MMD	
\$ 97,746.21	PB Ambulance Fund	\$ -
\$ 152,310.84	MMD	
\$ 1,044,284.36	MMD Mental Health Fund	\$ -
\$ -		
\$ 1,558,969.30	PB IMRF Fund	\$ -
\$ -		
\$ 257,235.95	PB Social Security Fund	\$ -
\$ 54,596.32	CD & MMD	
\$ 33,652.10	PB Indemnity Fund	\$ -
\$ -		
\$ 3,006.59	PB Court Security Fund	\$ -
\$ -		
\$ 221,795.26	MMD County Bridge Fund	\$ -
\$ -		
\$ 49,045.54	PB County Highway Fund	\$ -
\$ -		
\$ 21,753.50	MMD FASM Fund	\$ -
\$ -		
\$ 555,301.43	MMD County Motor Fuel Tax Fund	\$ -
\$ -		
\$ 6,902.89	PB Tourism Fund	\$ -
\$ 97,275.09	CD & MMD	
\$ 251,092.96	PB Probation Fund	\$ -
\$ 55,000.00	CD & MMD	
\$ 47,804.16	PB Assist Court Fund	\$ -
\$ -		
\$ 4,276.60	PB Law Library Fund	\$ -
\$ -		
\$ 86,197.67	PB Automation Fund	\$ -
\$ -		
\$ 113,437.95	PB Recording Fund	\$ -
\$ -		
\$ 11,422.28	PB Drug Traffic Fund	\$ -
\$ -	CD	
\$ 74,273.75	MMD Airport Fund	\$ 1,058.90
\$ 242,162.22	CD & MMD	
\$ 608,414.66	MMD Home Nursing Fund	\$ -
\$ -		
\$ -	W.I.C. Fund	\$ 22,370.72
\$ -		
\$ 145,509.65	MMD Local Bridge Fund	\$ -
\$ -		
\$ -	Township Bridge Fund	\$ 14,264.03
\$ -		
\$ -	Township Construction Fund	\$ 369.13

\$	292,905.55	MMD		
\$	1,056,213.04	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,148.77	PB	Estate Tax Fund	\$ -
\$	-			
\$	276,047.74	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	4,833.37	PB	Probation Drug Testing	\$ -
\$	-			
\$	178.82	MMD	Carriage Park Fund	\$ -
\$	42,307.30	MMD		
\$	143,861.53	PB	Drainage Fund	\$ 1,926.85
\$	-			
\$	45,324.25	PB	Document Storage Fund	\$ -
\$	82,013.56	MMD		
\$	66,556.06	PB	Misc County Health Fund	\$ -
\$	26,927.45	MMD		
\$	5,512.45	PB	Litigation Fund	\$ -
\$	208,329.09	CD		
\$	191,976.12	PB	Revolving Loan Fund	\$ -
\$	-			
\$	13,062.23	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	770.48	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	624.92	MMD	Findlay Road Project Fund	\$ -
\$	-			
\$	6,940.19	PB	Rescue Squad Fund	\$ -
\$	-			
\$	867.90	MMD	Garden Acres Road Fund	\$ -
\$	-			
\$	17,287.86	PB	DUI Equipment Fund	\$ -
\$	-			
\$	159,721.58	PB	GIS Fund	\$ -
\$	-	CD		
\$	121,177.99	PB	Capital Improvement Fund	\$ 1,450,857.76
\$	-			
\$	-		Pet Population	\$ 12,674.06
\$	-			
\$	-	MMD	EMA Special Fund	\$ 8,162.92
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
\$	-			\$ 12,466,762.74

County Collector Accounts

Shelby County State Bank-Checking	\$ 1,663.53
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 145.39
First National Bank of Assumption	\$ 197.64
Community Banks of Shelby County-Cowden	\$ 227.27
Shelby County State Bank-Strasburg	\$ 527.51
First Federal Savings & Loan-Shelbyville	\$ 265.10
Busey Bank-Real Estate Tax Trust Account	\$ 7,988.36
Shelby County State Bank-Shelbyville-Money Market	\$ 17,994.64
Busey Bank-Money Market	\$ 97,973.27
Ayars State Bank-Moweaqua	\$ 272.33
Shelby County State Bank-Findlay	\$ 226.24
First National Bank of Pana	\$ 232.81
Peoples Bank of Pana	\$ 186.69
Prairie National	\$ 227.60
Shelby County State Bank-Windsor Branch	\$ 260.05
Dewitt Federal Savings & Loan-Moweaqua	\$ 160.43
Sigel Community Bank	\$ 304.76
Shelby County State Bank-Moweaqua	\$ 229.73
Illinois Epay	\$ 210.93
	\$ 129,494.28

CERTIFICATE OF DEPOSITS
May 1, 2012

General Fund(001) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>639,201.51</u>
Animal Control Fund(003) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>37,641.71</u>
Ambulance Fund(004) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>23,432.43</u>
Mental Health Fund(005) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>152,310.84</u>
Indemnity Fund(008) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>9,596.32</u>
Probation Fund(016) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>97,275.09</u>
Assist Court(017) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>-</u>
Home Nursing Fund(024) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>117,162.22</u>
Township Motor Fuel Tax Fund(029) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>292,905.55</u>
Miscellaneous County Health Fund(043) Community Banks of Shelby County-MMD# 390	
.25% Interest	\$ <u>82,013.56</u>
County Health Fund-TB(002) Ayars State Bank-CD# 3162 Matures 7/29/2012	
.45% Interest	\$ <u>125,617.18</u>

CERTIFICATE OF DEPOSITS
May 1, 2012

Indemnity Fund(008) Shelby County State Bank-CD# 14065 Matures 8/10/2012 .40% Interest	\$ <u>45,000.00</u>
Assist Court Fund(017) Shelby County State Bank-CD# 14794 Matures 4/17/2012 .65% Interest	\$ <u>55,000.00</u>
Home Nursing Fund(024) Prairie National Bank-CD# 14288 Matures 8/16/2012 .50% Interest	\$ <u>125,000.00</u>
Revolving Loan Fund(045) Community Banks of Shelby County-MMD# 720151 .10% Interest	\$ <u>208,329.09</u>
Capital Improvement(054) First Federal Savings & Loan-CD# 17931 Matures 4/15/2012 .80% Interest	\$ <u>-</u>
Airport(022)	\$ <u>-</u>
 TOTAL	 \$ <u>2,010,485.50</u>