

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
MAY 17, 2016
7:00 P.M.**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:

City Council Minutes – May 3, 2016
Presentation of Bills - \$3,102,650.20

- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 29-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 14, "The Development Code," Article III, General Development Regulations. (Community Committee)

Proposed Ordinance No. 30-'16, an Ordinance granting an Area/Bulk Variance allowing the placement of a principal structure of a specific size in the required front yard within the "R-1" Single-Family Dwelling District, located at 238 Circle Drive. (Community Committee)

Proposed Ordinance No. 32-'16, an Ordinance approving a Development Plan for a medical office parking lot at 5 Ludwig Drive. (Community Committee)

Proposed Ordinance No. 33-'16, an Ordinance granting an Area/Bulk Variance allowing a building addition in the front setback area within the "B-3" Community Business District, located at 9723 West State Route 161. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 34-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 27, Offences, Section 27-1-38, Fireworks. (Administration Committee)

K. NEW BUSINESS – continued

Proposed Ordinance No. 35-'16, an Ordinance amending Ordinance No. 1705-2015, passed October 6, 2015 and approved October 7, 2015; an Ordinance repealing Chapter 16, of Ordinance No. 190, "The Revised Code," Article I – Salaries, Section 16-1-1, Salaries, Appointed Part-time Officials (Property Maintenance Inspector). (Administration Committee)

Proposed Resolution No. 40-'16, a Resolution repealing Resolution No. 3920-2015, passed June 16, 2015 and approved June 23, 2015; and a Resolution requesting permission from the Illinois Department of Transportation to close portions of Lincoln Trail (Formerly U.S. Route 50) for the Fairview Heights Homecoming Parade. (Administration Committee)

Proposed Resolution No. 41-'16, a Resolution authorizing the Mayor to enter into an agreement with Wisper ISP, Inc. for additional surveillance cameras for Moody Park. (Administration Committee)

Proposed Resolution No. 42-'16, a Resolution authorizing the Mayor to enter into an agreement with Clearwave Communications for internet access and telephone services for the City Garage. (Administration Committee)

Proposed Resolution No. 43-'16, a Resolution authorizing the Mayor to enter into a purchase agreement with Landmark Ford Inc., Springfield, IL for the purchase of two (2) 2017 Ford Police Utility Interceptor AWD vehicles for use by the Police Department. (Administration Committee)

Proposed Resolution No. 44-'16, a Resolution authorizing the Mayor to enter into an agreement with Greenscape Lawn Care and Maintenance for lawn mowing, weed clearing, nuisance abatement and trash/debris removal service from May 1, 2016 to April 30, 2017. (Administration Committee)

Proposed Resolution No. 45-'16, a Resolution authorizing the Mayor to enter into an agreement with Horner & Shifrin, Inc. to provide professional services for GIS Database Development Services for the City of Fairview Heights. (Administration Committee)

Proposed Resolution No. 46-'16, a Resolution authorizing the Mayor on behalf of the City to enter into an agreement for Professional Engineering Services with Oates Associates for the preparation of an Illinois Transportation Enhancement Program Application. (Operations Committee)

Proposed Resolution No. 47-'16, a Resolution of support for an Illinois Transportation Enhancement Program Grant by the State of Illinois Department of Transportation. (Operations Committee)

Proposed Resolution No. 48-'16, a Resolution authorizing the Mayor on behalf of the City to enter into Addendum #1 of the Preliminary Engineering Services Agreement for Federal participation for Professional Engineering Services with Oates Associates for Right-of-Way acquisition for the Lincoln Trail Streetscape Project, Plaza Drive/Market Place Intersection Improvements – Phase I. (Operations Committee)

Proposed Resolution No. 49-'16, a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Hank's Excavating & Landscaping, Inc. for the Perrin Road Reconstruction – Phase II Project. (Operations Committee)

K. NEW BUSINESS - continued

Move to reappoint the following Committee Chairmen: Personnel - Harry Zimmerman, Public Services - Dennis Baricevic, Law Enforcement - Denise Williams, Finance - Roger Lowry, Parks & Recreation - Justin Gough, Planning - Pat Baeske and Development Committee - Bill Poletti.

Move to approve the following reappointments:

		<u>Term to Expire</u>
Kevin Hoerner	City Attorney	May 5, 2017
Chris Huckins	Electrical Inspector	May 1, 2017
Rick Gerstner	Plumbing Inspector	May 1, 2017
Cheryl Bunfill	ZBA – Chairman	May 5, 2017
Charles Daily	Business Alliance Commission – Chairman	May 5, 2017
Ken Keeney	Electrical Commission – Chairman	May 5, 2017
Jim Bramstedt	Planning Commission – Chairman	May 5, 2017
Richard Boehm	Electrical Commission	May 5, 2017
Truman Henard	Electrical Commission	May 5, 2017
Don Feher	Electrical Commission	May 5, 2017
Steve Warner	Electrical Commission	May 5, 2017
Mark Burgdorf	Beautification Commission	May 20, 2017
Mary Nygard	Beautification Commission	May 20, 2018
Barbara Shute	Beautification Commission	May 20, 2018
Amy Funk	Planning Commission	May 18, 2019
Don Fehr	Police Pension Board	May 1, 2018

Move to go into Executive Session pursuant to 5 ILCS 120/2 (c) (2) – Collective Bargaining.

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
MAY 3, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:04 P.M. by Mayor Mark T. Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Kupsky.

ROLL CALL

Roll call of Aldermen present: Denise Williams, Bill Poletti, Frank Menn, Dennis Baricevic, Pat Baeske, Brenda Wagner, Harry Zimmerman, Pat Peck, Roger Lowry and Justin Gough. Mayor Mark T. Kupsky, City Clerk Karen J. Kaufhold and City Attorney Kevin Hoerner were also present.

PUBLIC PARTICIPATION

Susie Sengsarichunh – urged City Council to advance Proposed Ordinance No. 31-'16 to the second reading.

CONSENT AGENDA

Alderman Baeske moved to approve the April 19, 2016 City Council minutes. Seconded by Alderman Wagner.

Roll call on the Consent Agenda showed Aldermen Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman, Peck, Lowry and Gough voting “Yea.” Motion passed on 10 yeas and no nays.

COMMITTEE REPORTS

Mayor Kupsky announced the Operations Committee will meet May 4th, 7:00 P.M.

COMMUNICATION FROM MAYOR

Mayor Kupsky stated that the City received correspondence from the Home Builders Association supporting the passage of Proposed Ordinance No. 29-'16 which amends the building codes; Mayor Kupsky read a proclamation proclaiming May 1st through May 7th Municipal Clerk’s Week; Mayor thanked everyone who volunteered for the Community Cleanup Day which was very successful.

COMMUNICATION FROM ELECTED OFFICIALS

Alderman Wagner thanked Chief Nick Gailius for his presentation at the Small Business Week event.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Proposed Ordinance No. 29-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 14, "The Development Code," Article III, General Development Regulations. Motion made by Alderman Lowry. Seconded by Alderman Poletti. Proposed Ordinance No. 29-'16 was read for the first time.

Proposed Ordinance No. 30-'16, an Ordinance granting an Area Bulk Variance allowing the placement of a principal structure of a specific size in the required front yard within the "R-1" Single-Family Dwelling District, located at 238 Circle Drive. Motion made by Alderman Baricevic. Seconded by Alderman Lowry. Proposed Ordinance No. 30-'16 was read for the first time.

Proposed Ordinance No. 31-'16, an Ordinance approving a Special Use Permit for a massage establishment for Tsou Chin Wang at 5900 North Illinois. Motion made by Alderman Poletti. Seconded by Alderman Wagner. Proposed Ordinance No. 31-'16 was read for the first time.

Alderman Gough moved to advance Proposed Ordinance No. 31-'16 to the second reading. Seconded by Alderman Poletti. Motion carried. Proposed Ordinance No. 31-'16 was read for the second time.

Roll call on Proposed Ordinance No. 31-'16 showed Aldermen Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman, Peck, Lowry and Gough voting "Yea." Proposed Ordinance No. 31-'16 passed on 10 yeas and no nays.

Proposed Ordinance No. 31-'16 now becomes **ORDINANCE NO. 1744-2016**.

Proposed Ordinance No. 32-'16, an Ordinance approving a Development Plan for a medical office parking lot at 5 Ludwig Drive. Motion made by Alderman Zimmerman. Seconded by Alderman Wagner. Proposed Ordinance No. 32-'16 was read for the first time.

Proposed Ordinance No. 33-'16, an Ordinance granting an Area Bulk Variance allowing a building addition in the front setback area within the "B-3" Community Business District, located at 9723 West State Route 161. Motion made by Alderman Williams. Seconded by Alderman Baeske. Proposed Ordinance No. 33-'16 was read for the first time.

Proposed Resolution No. 38-'16, a Resolution approving a Special Event Permit request allowing a Farmers Market to be located at 10207 Lincoln Trail. Motion made by Alderman Poletti. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 38-'16 showed Aldermen Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman, Peck, Lowry and Gough voting "Yea." Proposed Resolution No. 38-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 38-'16 now becomes **RESOLUTION NO. 4014-2016**.

NEW BUSINESS - continued

Proposed Resolution No. 39-'16, a Resolution authorizing the Mayor to enter into an agreement for professional services with Sports Facilities Advisory (SFA) to perform a Feasibility Study for a Recreation Complex Phases I and II. Motion made by Alderman Peck. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 39-'16 showed Aldermen Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman, Peck, Lowry and Gough voting "Yea." Proposed Resolution No. 39-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 39-'16 now becomes **RESOLUTION NO. 4015-2016.**

Alderman Baricevic moved to reappointment Don Baden, Linda Spencer and Debra Smith to the Library Board, terms to expire May 1, 2019. Seconded by Alderman Poletti. Motion carried.

Alderman Gough moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:19 P.M.

Respectfully submitted,

A handwritten signature in blue ink that reads "Karen J. Kaufhold". The signature is written in a cursive, flowing style.

KAREN J. KAUFHOLD
CITY CLERK

PROPOSED ORDINANCE NO. 29-'16

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE", CHAPTER 14, "THE DEVELOPMENT CODE," ARTICLE III, GENERAL DEVELOPMENT REGULATIONS.

WHEREAS, the Planning Commission on April 12, 2016 held the necessary Public Hearings and reviewed the proposed text amendment and has transmitted its Advisory Report to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 14, "Development Code", Article III, General Development Regulations, Section 14-3-2 Building Code Adoption, reading as follows:

14-3-2 BUILDING CODE ADOPTION. "2006 International Building Code", as published by International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Building Code for the City of Fairview Heights, Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2006 International Building Code and accumulative supplements thereto are hereby referred to, adopted, and made a part hereof as if fully set out in this Code with any additions, insertions, deletions, and changes thereto, described as follows:

Section 101.1 Insert: City of Fairview Heights.

Section 1612.3 Insert: City of Fairview Heights and July 3, 1978.

Section 3410.2 Insert: January 20, 1975.

Section 406.1.4 Change: 1. Private garages... "Doors shall be self-closing and self-latching in all use groups with the exception of R3."

Section 903.2.1.2 Group A-2 As follows:

"An automatic sprinkler system shall be provided for group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (465m²); or
2. The fire area has an occupant load of 100 or more; or
3. The fire area is located on a floor other than the level of exit discharge.

Be and the same is hereby amended to read as follows:

14-3-2 BUILDING CODE ADOPTION. "2012 International Building Code", as published by International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted as

the Building Code for the City of Fairview Heights, Illinois, for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Building Code and accumulative supplements thereto are hereby referred to, adopted, and made a part hereof as if fully set out in this Code with any additions, insertions, deletions, and changes thereto, described as follows:

Section 101.1 Insert: City of Fairview Heights.

Section 1612.3 Insert: City of Fairview Heights and July 3, 1978.

Section 3412.2 Insert: January 20, 1975.

Section 406.3.4 Change: 1. Private garages... "Doors shall be self-closing and self-latching in all use groups with the exception of R3."

Section 312.1.1 Change by deleting "at any point within 36 inches (914 mm) horizontally to the edge of the open side"

Chapter 25 thru Chapter 33: Illinois State Plumbing Code 2014 Edition shall take precedents' of any conflicting process or requirements.

SECTION 2. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 14, "Development Code", Article III, General Development Regulations, Section 14-3-2.1 International Residential Code, reading as follows:

14-3-2.1 INTERNATIONAL RESIDENTIAL CODE. "2006 International Building Code", as published by the International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Residential Building Code for the City of Fairview Heights, Illinois, for the control of one and two-family buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2006 International Residential Code and accumulative supplements thereto are hereby referred to, adopted and made a part hereof as if fully set out in this Code with any additions, insertions, deletions and changes thereto, described as follows: Insert: "Fairview Heights, Illinois" where wording calls for "Name of Municipality".

Section R105.2 Work Exempt from Permit Change to: 1. One story detached accessory structure used as tool and storage sheds, playhouses and similar uses, provide the floor area does not exceed 200 square feet (11.15m²)

Section R301.1 Emergency Escape and rescue openings Change to: Basement sleeping rooms shall have at least one operable emergency escape and rescue opening.

Be and the same is hereby amended to read as follows:

14-3-2.1 INTERNATIONAL RESIDENTIAL CODE. "2012 International Building Code", as published by the International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Residential Building Code for the City of Fairview Heights, Illinois, for the control of one and two-family buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the 2012 International Residential Code and accumulative

supplements thereto are hereby referred to, adopted and made a part hereof as if fully set out in this Code with any additions, insertions, deletions and changes thereto, described as follows:

Insert: "Fairview Heights, Illinois" where wording calls for "Name of Municipality".

Section R105.2 Work Exempt from Permit Change to: 1. One story detached accessory structure used as tool and storage sheds, playhouses and similar uses, provide the floor area does not exceed 200 square feet (11.15m²).

Section R302.5.1 Opening protection. The requirement for providing self-closing door device on openings between garage and residence shall be deleted.

Section R313 AUTOMATIC SPRINKLER SYSTEMS shall be deleted in its entirety.

SECTION 3. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 14, "Development Code", Article III, General Development Regulations, Section 14-3-6 International Fire Prevention Code Adoption, reading as follows:

14-3-6 INTERNATIONAL FIRE PREVENTION CODE ADOPTION. "The 2006 International Fire Code" as published by the International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted, to be administered and enforced by the Fire Districts providing fire protection within the City limits of the City.

Be and the same is hereby amended to read as follows:

14-3-6 INTERNATIONAL FIRE PREVENTION CODE ADOPTION. "The 2012 International Fire Code" as published by the International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted, to be administered and enforced by the Fire Districts providing fire protection within the City limits of the City.

SECTION 4. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 14, "Development Code", Article III, General Development Regulations, Section 14-3-36 Energy Conservation Code, reading as follows:

14-3-36 ENERGY CONSERVATION CODE. "International Energy Conservation Code 2006", as published by International Code Council Inc. including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Energy Conservation Code for the City regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to use or maintenance of the building envelope, mechanical lighting and power systems in commercial buildings in the City; and each and all of the regulations, provisions, penalties, conditions and terms of the International Energy Conservation Code, 2003 edition, and accumulative supplements thereto or

hereby referred to adopted and made part hereof as if fully set out in this Code with any additions, insertions, deletions and changes thereto described as follows: the following buildings shall be exempt from the Code:

(A) Buildings otherwise exempt from provisions of a locally adopted Building Code and buildings that do not contain a conditioned space.

(B) Buildings that do not use either electricity or fossil fuel for comfort conditioning. For purposes of determining whether this exemption applies a building will be presumed to be heated by electricity even in the absence of equipment used for electric comfort heating, whenever the building is provided with electrical service in excess of **100 amps**, unless the Code Enforcement Official determines that this electrical service is necessary for purposes other than providing electric comfort heating.

(C) **Historic Buildings.** This exemption shall apply to those buildings that are listed on the National Register of Historic Places or the Illinois Register of Historic Places and to those buildings that have been designated as historically significant by a local governing body that is authorized to make such designations.

(D) Residential buildings.

(E) Other buildings specified as exempt by the International Energy Conservation Code.

Be and the same is hereby amended to read as follows:

14-3-36 ENERGY CONSERVATION CODE. “International Energy Conservation Code 2012”, as published by International Code Council Inc. including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Energy Conservation Code for the City regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to use or maintenance of the building envelope, mechanical lighting and power systems in commercial buildings in the City; and each and all of the regulations, provisions, penalties, conditions and terms of the International Energy Conservation Code, 2006 edition, and accumulative supplements thereto or hereby referred to adopted and made part hereof as if fully set out in this Code with any additions, insertions, deletions and changes thereto described as follows: the following buildings shall be exempt from the Code:

(A) Buildings otherwise exempt from provisions of a locally adopted Building Code and buildings that do not contain a conditioned space.

(B) Buildings that do not use either electricity or fossil fuel for comfort conditioning. For purposes of determining whether this exemption applies a building will be presumed to be heated by electricity even in the absence of equipment used for electric comfort heating, whenever the building is provided with electrical service in excess of 100 amps, unless the Code Enforcement Official determines that this electrical service is necessary for purposes other than providing electric comfort heating.

(C) **Historic Buildings.** This exemption shall apply to those buildings that are listed on the National Register of Historic Places or the Illinois Register of

Historic Places and to those buildings that have been designated as historically significant by a local governing body that is authorized to make such designations.

(D) Residential buildings.

(E) Other buildings specified as exempt by the International Energy Conservation Code.

SECTION 5. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 14, "Development Code", Article III, General Development Regulations, Section 14-3-37 International Existing Building Code, reading as follows:

14-3-37 INTERNATIONAL EXISTING BUILDING CODE. "2006 International Existing Building Code", as published by International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Existing Building Code for the City, for regulating and governing the repair, alternation, change or occupancy, addition and relocation of existing buildings, as herein provided; providing for the issuance of permits and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code and hereby referred to, adopted and made a part hereof as if fully set out in this Code.

Be and the same is hereby amended to read as follows:

14-3-37 INTERNATIONAL EXISTING BUILDING CODE. "2012 International Existing Building Code", as published by International Code Council, Inc., including accumulative supplements thereto as amended from time to time, be and is hereby adopted as the Existing Building Code for the City, for regulating and governing the repair, alternation, change or occupancy, addition and relocation of existing buildings, as herein provided; providing for the issuance of permits and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code and hereby referred to, adopted and made a part hereof as if fully set out in this Code.

SECTION 6. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code", Chapter 14, "Development Code", Article III, General Development Regulations, Section 14-3-37 International Mechanical Code, reading as follows:

14-3-38 INTERNATIONAL MECHANICAL CODE. "2006 International Mechanical Code", as published by International Code Council, Inc., be and is hereby adopted as the Mechanical Code of the City, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits, and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code are hereby referred to, adopted and made a part hereof as if fully set out in this Code.

Be and the same is hereby amended to read as follows:

14-3-38 INTERNATIONAL MECHANICAL CODE. “2012 International Mechanical Code”, as published by International Code Council, Inc., be and is hereby adopted as the Mechanical Code of the City, regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits, and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code are hereby referred to, adopted and made a part hereof as if fully set out in this Code.

SECTION 7. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME: **May 3, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED ORDINANCE NO. 30-'16

AN ORDINANCE GRANTING AN AREA BULK VARIANCE ALLOWING THE PLACEMENT OF A PRINCIPAL STRUCTURE OF A SPECIFIC SIZE IN THE REQUIRED FRONT YARD WITHIN THE "R-1" SINGLE-FAMILY DWELLING DISTRICT, LOCATED AT 238 CIRCLE DRIVE.

WHEREAS, the Zoning Board of Appeals on April 7, 2016 held the necessary Public Hearing and reviewed the requested Area/Bulk Variances and has transmitted its Advisory Report to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. APPROVAL. A variance from the Development Code Section 14-2-2 (A) allowing a 36.5 foot variance to the required 80 foot front setback from the centerline of a county road and from Section 14-3-10.1 a 413 square foot variance allowing a 1,387 gross square foot house within the R-1 Single Family Residential District at 238 Circle Drive is hereby approved. A copy of the Zoning Board of Appeals Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A." The site plan is attached hereto, made part hereof and marked "EXHIBIT B."

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

FIRST READING: **May 3, 2016**

SECOND READING:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



Exhibit "A"

CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

April 14, 2016

Fairview Heights City Council
10025 Bunkum Road
Fairview Heights, IL 62208

Dear City Council Member:

The petition listed below is hereby transmitted for your consideration:

Petition No:	ZBA 03-16
Petitioner:	Country View Homes Joe Ernst
Request:	Area/Bulk Variance
Area Size:	Approximately 1.86 acres
Location:	238 Circle Drive
Hearing Date:	April 7, 2016
Proponents:	0
Opponents:	0
Recommendation:	Approval of two Area Bulk Variances
Report:	Staff Advisory (Exhibit 1)
Ward:	I

Respectfully,

Cheryl Bunfill, Chairman
Zoning Board of Appeals

ZBA 03-16, Area/Bulk Variance—238 Circle Drive Country View Homes

AREA LAND USE AND ZONING

The subject property, 238 Circle Drive, is an approximate 1.86 Acre tract of ground containing a garage structure, the stick built house and a mobile home were demolished in 2015. The parcel is located on the east side of Circle Drive. The subject property is zoned “R-1” Single Family Residential District as are the adjoining properties. The adjoining properties are developed with single family residences.

DEVELOPMENT PROPOSAL

The Petitioner, Country View Homes Joe Ernst on behalf of owner Thomas Birdsong, is requesting two variances in order to construct 26’8” x 52’ house containing approximately 1387 square feet of gross space. The structure is proposed to be located 43’6” from the centerline of the Circle Drive.

Petitioner states that elevation drops off severely preventing placement of structure any further to the east.

VARIANCE REQUESTED

A five 36.5’ foot variance from the required 80 feet front lot line setback from the center line of the county road within the R-1 Single Family Residential District as stipulated in Section 14-2-2(A) Minimum Zone District Regulations; and, A 413 square foot variance from the 1,800 square foot minimum requirement of Section 14-3-10.1 Minimum Building Size for a residence within the R-1 District.

AREA-BULK VARIANCE CRITERIA

In accordance with 14-10-13 Zoning Board of Appeals: Powers, Duties, Procedures, no area-bulk variance in the application of any provisions of this Code shall be recommended by the Board, unless it finds:

(a) That special circumstances or conditions fully described in findings of fact apply to the land or buildings for which the area-bulk variance is sought, which circumstances or conditions are peculiar to such land or buildings and do not apply generally to the land or buildings in the neighborhood, and that said circumstances or conditions are such that strict application of the provisions of this Code would deprive the applicant of a reasonable use of such land or building;

(b) that, for reasons fully set forth in the findings, the recommending of the area-bulk variance is necessary for the reasonable use of land or

buildings, and that the variance as recommended by the Board is the minimum variance that will accomplish this purpose;

(c) that the recommending of this variance will be in harmony with the general purpose and intent of this Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Board, in making its recommendations shall take into account whether the conditions of the subject premises are peculiar to the lot or tract described in the petition. Should it be determined that the conditions are part of the general condition of the neighborhood, then it shall be so noted and the Board may recommend appropriate corrections to Code.

Exhibits:

- 1 -- Staff Advisory
- 2 -- Application
- 3 -- Site Plan
- 4 -- Aerial Images
- 5 -- Photographs
- 6 -- House floor plan
- 7 -- Public notice
- 8 -- Surrounding Property owners
- 9 -- Development Code Excepts

**ZBA03-16, Area Bulk Variance
Joe Ernst
238 Circle Drive**

ZONING BOARD OF APPEALS FINDINGS

Based upon review of the request, Peterson moved to approve an Area Bulk Variance of 36.5' feet from the required 80 feet front lot line setback from the center line of the county road within the R-1 Single Family Residential District as stipulated in Section 14-2-2(A) Minimum Zone District Regulations within the City of Fairview Heights for the following reasons:

1. The addition will not be injurious or detrimental to the public health, safety and welfare.
2. The applicant is requesting a minimum variance for the use of the property due to the narrowness and topographical conditions.
3. Strict application of the Code would deprive the applicant of reasonable use of the property.
4. This addition would not alter the essential character of the area.
5. This addition will not extend the nonconformity.
6. The front and back are restrictive and with minimum deviation will eliminate the hardship.

Abernathy seconded.

VOTE: 6 YEAS; Peterson, Prescott, Wicks, Bunfill, Petroff and Abernathy
1 ABSENT; Bramstedt

ZONING BOARD RECOMMENDATIONS

Based upon application materials and proposed plans, the Zoning Board of Appeals recommends approval of an Area Bulk Variance for the front setback for property located at 238 Circle Drive, as requested in ZBA 03-16.

**ZBA03-16, Area Bulk Variance
Joe Ernst
238 Circle Drive**

ZONING BOARD OF APPEALS FINDINGS

Based upon review of the request, Peterson moved to approve an Area Bulk Variance of a 413 square foot variance from the 1,800 square foot minimum requirement of Section 14-3-10.1 Minimum Building Size for a residence within the R-1 District within the City of Fairview Heights for the following reasons:

1. The addition will not be injurious or detrimental to the public health, safety and welfare.
2. The applicant is requesting a minimum variance for the use of the property due to the narrowness and topographical conditions.
3. Strict application of the Code would deprive the applicant of reasonable use of the property.
4. This addition would not alter the essential character of the area.
5. This addition will not extend the nonconformity.
6. The front and back are restrictive and with minimum deviation will eliminate the hardship.

Wicks seconded.

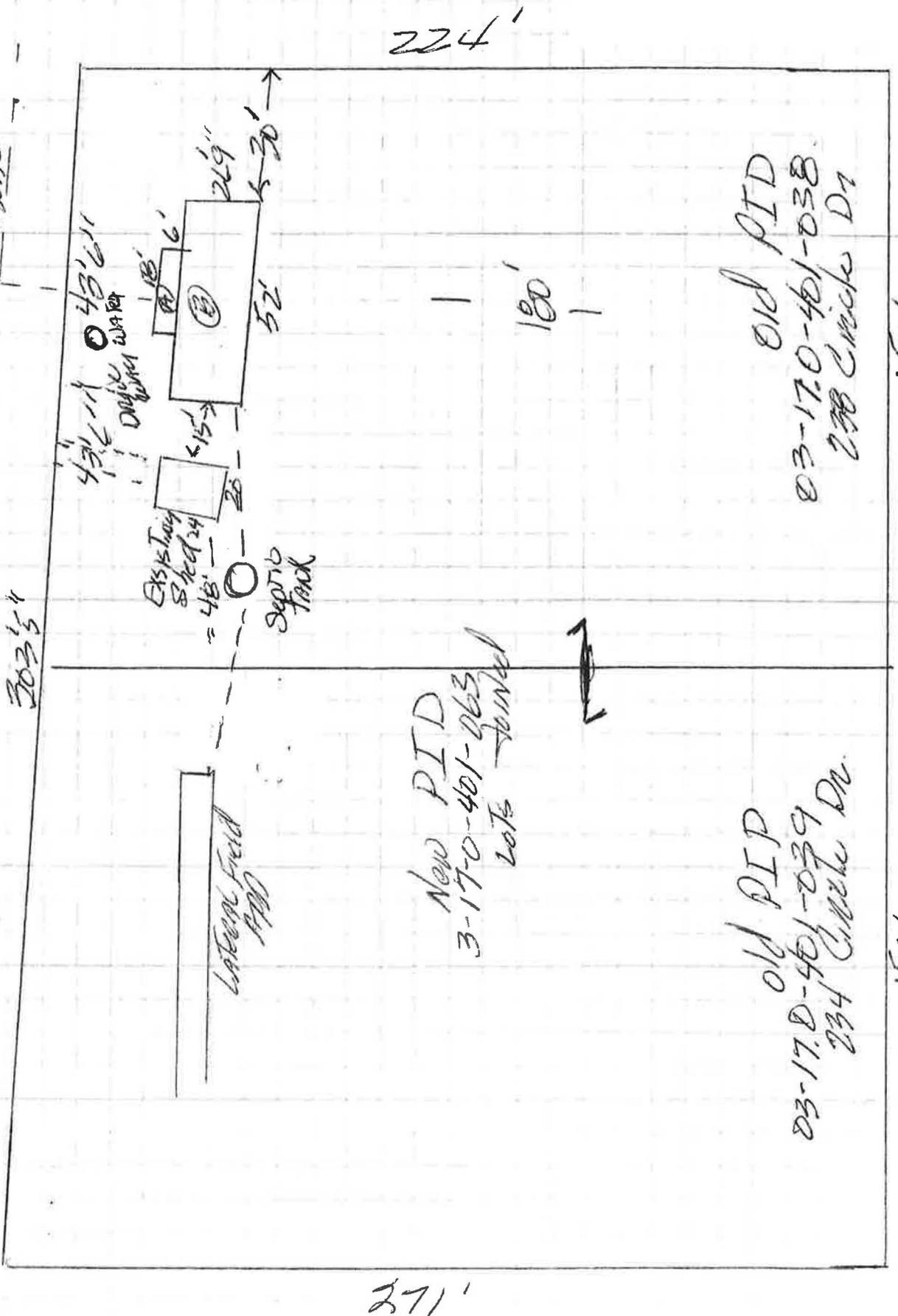
VOTE: 4 YEAS; Peterson, Prescott, Wicks, and Bunfill
2 NAYS; Petroff and Abernathy, 1 Absent; Bramstedt

ZONING BOARD RECOMMENDATIONS

Based upon application materials and proposed plans, the Zoning Board of Appeals recommends Approval of an Area Bulk Variance from the minimum space of a residential structure for property located at 238 Circle Drive as requested in ZBA 03-16.

A = proposed 18'x6' Porch
B = proposed 52x269 Machine Room

Center line of road.



271'

PROPOSED ORDINANCE NO. 32-'16

**AN ORDINANCE APPROVING A DEVELOPMENT
PLAN FOR A MEDICAL OFFICE PARKING LOT AT 5
LUDWIG DRIVE.**

WHEREAS, the Planning Commission on December April 12, 2016 held the necessary Public Hearing and reviewed the Development Plan application and has transmitted its Advisory Report to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. APPROVAL. The Development Plan for Medical Office parking lot at 5 Ludwig Drive is hereby approved. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A." A copy of the site plan is attached hereto, made a part hereof, and marked "EXHIBIT B."

SECTION 2. CONDITIONS. The conditions of this Development Plan are contained in the Findings of Fact adopted by Planning Commission Resolution PC007-16 of the Planning Commission's Advisory Report and attached hereto, made a part hereof, and marked "EXHIBIT C."

SECTION 3. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME: **May 3, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Exhibit "A"



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

April 14, 2016

Fairview Heights City Council
10025 Bunkum Road
Fairview Heights, IL 62208

Dear City Council:

The petition listed below is hereby transmitted for your consideration:

Petition No:	PC07-16
Petitioner:	E. William Reichert
Request:	Development Plan
Area Size:	Approximately 1.25 acres
Location:	5 Ludwig Dr
Hearing Date:	April 12, 2016
Proponents:	0
Opponents:	0
Recommendation:	Approval
Votes:	Yeas: Herrington, Mensing, Wesemann, Sudja, Barkley, Funk, Correale, McCarthy, Hoppe, & Bramstedt Nays: None Absent: Smith
Report:	Staff Advisory
Ward:	IV

Respectfully,

Jim Bramstedt, Chairman
Planning Commission
TT/kt

PC07-16, Development Plan – E. William Reichert, 5 Ludwig Drive

AREA LAND USE AND ZONING

The subject property, 5 Ludwig Drive, is an approximate 1.25 acre site located on the northwest corner of Illinois Route 159 and Ludwig Drive. The property currently contains a medical office building occupied by HSHV Medical Group. The subject property, as the adjoining properties to the west, south and east, is zoned "PB" Planned Business District. The adjoining property to the southeast across the intersection is developed with a hotel. The adjoining property to the south and southeast across Ludwig Drive is developed with a restaurant and hotel. The adjoining property to the west is developed with a restaurant. The property immediately adjoining the northern property line is the CSX Railroad right-of-way, a discontinued railroad line.

DEVELOPMENT PLAN REQUEST

The applicant, E. William Reichert on behalf of the owners William & Barbara Gasset, is requesting approval of a development plan to allow the reconfiguration of the parking lot to accommodate a total of 31 parking spaces. Parking spaces are proposed to be a combination of nine (9) feet by twenty (20) feet (8 spaces) and nine and one-half (9.5) feet by twenty (20) feet (21 spaces) with two handicapped spaces sixteen (16) feet by twenty (20) feet each .

PLANNING CONSIDERATION

The Development Code **Article VI OFF-STREET PARKING AND LOADING** establishes the following regulations:

14-6-5 DESIGN STANDARDS, ACCESS AISLE AND SPACE REQUIREMENTS.

(A) Space Requirements.

(1) Parking Spaces. Each off-street parking space shall be ten feet wide by twenty feet long (10' x 20') except for single-family residential, each space shall be eight feet wide by eighteen feet long (8' x 18'). The size of all parking spaces shall be measured from the center line of each stripe. Wherever parking areas consist of spaces set aside for parallel parking, the dimensions of such parking spaces shall be not less than twenty-two (22) feet by nine (9) feet. Parallel spaces shall be as approved by the Administrative Official.

14-6-12 PARKING SPACES REQUIRED. For the following uses, accessory off-street parking spaces shall be provided as required hereinafter. Parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing, or both, on the premises at any one time. When employee parking is required, it shall be provided on the basis of one space for each one and one-half employees.

(C) Office Uses.

Business, Professional and Governmental Office Three (3) parking spaces shall be provided for each 1,000 square feet of floor area, plus one (1) space for each company or business vehicle.

Exhibits:

1. Staff Advisory
2. Application
3. Narrative
4. Site Plan
5. Aerial Photo
6. Public notice
7. Surrounding Property Owners

TT/kt

EXHIBIT "C"

Planning Commissioner Herrington introduced the following resolution and moved for its adoption:

RESOLUTION PC 007 -16

A RESOLUTION ADOPTING FINDINGS OF FACT PC07-16 RELATING TO THE REQUEST FROM E. WILLIAM REICHERT TO MODIFY THE DEVELOPMENT PLAN FOR PARKING AT 5 LUDWIG DRIVE.

WHEREAS, E. William Reichert, hereinafter referred to as the "Applicant," has properly applied for a Development Plan approval for a Development Plan within the "PB" Planned Business District located at 5 Ludwig Drive., St. Clair County PIN 03-21.0-400-014.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on April 12, 2016, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.
2. The subject property is zoned "PB" Planned Business District. The subject property is contains a 5,000 square foot medical building occupied by HSHS Medical Group.
3. That the Subject Property contains approximately 1.25 acres.
4. That this permit will not require any changes to traffic circulation and ingress/egress.
5. That this permit will not require any changes to lighting, landscaping, or the existing site usage.
6. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.
7. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.
8. That the proposed use will not be hazardous or disturbing to existing neighboring uses.
9. That the proposed use will be served adequately by public facilities and services such as highways and streets.

10. That the proposed use will not create excessive additional requirements at public cost for public facilities and services, and it will not be detrimental to the economic welfare of the community.
11. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.
12. The proposed use will be consistent with the Comprehensive Plan.
13. That this Development Plan approval will for the applicant's development of a 31 space parking lot at the property as it is proposed per the Development Plan by the Applicant.
14. That the Development Plan approval shall be contingent upon the Department of Public Works approval of the drainage and grading plan, the storm water management plan, the erosion control plan and other relevant planning design documents.
15. That the Permittee shall be responsible for all City costs incurred in administering and enforcing this Permit.
16. That the Director of Land Use, and his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.
17. That this Development Plan Approval shall automatically expire if the use is not initiated within one year of City Council approval.

The motion for the adoption of the foregoing resolution was duly seconded by; McCarthy upon vote being taken thereon, the following voted in favor thereof: Herrington, Mensing, Wesemann, Sudja, Barkley, Funk, Correale, McCarthy, Hoppe, & Bramstedt

and the following voted against the same: None

and the following abstained: None

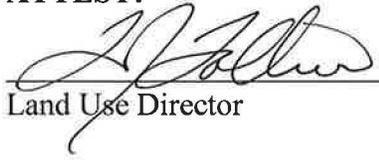
and the following were absent: Smith

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 12th day of April 2016.



Planning Commission Chairman

ATTEST:



Land Use Director

William S. and Barbara J. Gasset, hereby acknowledges receipt of this Permit and that he has reviewed the conditions of this Permit and have agreed that he will comply with the terms of this Permit.

By: _____

Its: _____

STATE OF ILLINOIS)

) SS.

COUNTY OF _____)

On this _____ day of _____, 2016 before me, a Notary Public, personally appeared _____, the applicant, to be known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

PROPOSED ORDINANCE NO. 33-'16

AN ORDINANCE GRANTING AN AREA/BULK VARIANCE ALLOWING A BUILDING ADDITION IN THE FRONT SETBACK AREA WITHIN THE "B-3" COMMUNITY BUSINESS DISTRICT, LOCATED AT 9723 WEST STATE ROUTE 161.

WHEREAS, the Zoning Board of Appeals on April 7, 2016 held the necessary Public Hearing and reviewed the requested Area/Bulk Variance and has transmitted its Advisory Report to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. APPROVAL. A variance from Development Code Section 14-2-2(B) allowing a five (5) foot variance to the required 75 foot front lot depth requirement for an principal structure within the B-3 Community Business District at 9723 West State Route 161 is hereby approved. A copy of the Zoning Board of Appeals Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A." The site plan is attached hereto, made part hereof and marked "EXHIBIT B."

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

FIRST READING: **May 3, 2016**

SECOND READING:

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

Exhibit "A"



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

April 12, 2016

Fairview Heights City Council
10025 Bunkum Road
Fairview Heights, IL 62208

Dear City Council Member:

The petition listed below is hereby transmitted for your consideration:

Petition No:	ZBA 02-16
Petitioner:	Jacob Five Enterprise
Request:	Area/Bulk Variance
Area Size:	Approximately 1.9 acres
Location:	9273 W. State Rte. 161.
Hearing Date:	April 7, 2016
Proponents:	0
Opponents:	0
Recommendation:	Approval
Votes:	Yeas: Prescott, Peterson, Abernathy, Wicks, Petroff, and Bunfill Nays: None Absent: Bramstedt
Report:	Staff Advisory (Exhibit 1)
Ward:	II

Respectfully,

Cheryl Bunfill, Chairman
Zoning Board of Appeals

**ZBA 02-16, Area/Bulk Variance—9723 W. State Rte. 161
Jacob Five Enterprises**

AREA LAND USE AND ZONING

The subject property, 9723 W. State Rte. 161, is a 1.9 acre parcel containing a two commercial structure the front building is the office and showroom with rear a warehouse structure. The parcel is a corner lot fronting W. State Rte. 161 on the west and Lynn Lee Court on the south. The subject property is zoned “B-3” Community Business District as are the adjoining properties to the west, north and east. The properties to south are zoned Industrial District. The property to the west is occupied the Metro link station with associated parking and out lots. Properties to the north and east are commercially developed. The property to the south is undeveloped and owned by applicant.

DEVELOPMENT PROPOSAL

The Petitioner, Jacob Five Properties, is requesting a front setback variance in order to construct a ten (10) foot by sixteen (16) foot aluminum sun room on the west side of the existing office showroom building. The showroom would be setback seventy (70) feet from the front property line/right of way of West State Rte. 161.

Petitioner states that the Illinois Department of Transportation purchased property from them for the relocation of West State Rte. 161. The relocation was part of the Metro link Station development.

VARIANCE REQUESTED

A five (5) foot variance from the required 75 feet front lot line setback within a B-3 Business District as stipulated in Section 14-2-2(B) Minimum Business and Industrial Zone District Regulations.

AREA-BULK VARIANCE CRITERIA

In accordance with 14-10-13 Zoning Board of Appeals: Powers, Duties, Procedures, no area-bulk variance in the application of any provisions of this Code shall be recommended by the Board, unless it finds:

- (a) That special circumstances or conditions fully described in findings of fact apply to the land or buildings for which the area-bulk variance is sought, which circumstances or conditions are peculiar to such land or buildings and do not apply generally to the land or buildings in the neighborhood, and that said circumstances or conditions are such that

strict application of the provisions of this Code would deprive the applicant of a reasonable use of such land or building;

(b) that, for reasons fully set forth in the findings, the recommending of the area-bulk variance is necessary for the reasonable use of land or buildings, and that the variance as recommended by the Board is the minimum variance that will accomplish this purpose;

(c) that the recommending of this variance will be in harmony with the general purpose and intent of this Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Board, in making its recommendations shall take into account whether the conditions of the subject premises are peculiar to the lot or tract described in the petition. Should it be determined that the conditions are part of the general condition of the neighborhood, then it shall be so noted and the Board may recommend appropriate corrections to Code.

Exhibits:

- 1 -- Staff Advisory
- 2 -- Application
- 3 -- Site Plan
- 4 -- Floor Plan
- 5 -- Aerial Image
- 6 -- Development Code Excerpt
- 7 -- Public notice
- 8 -- Surrounding Property owners

**ZBA02-16, Area Bulk Variance
Jacob Five Enterprise
9273 W. State Rt. 161**

ZONING BOARD OF APPEALS FINDINGS

Based upon review of the request, Peterson moved to approve an Area Bulk Variance of 5 feet from the 75 feet front lot line requirement in a B-3 Business District as stipulated in Section 14-2-2(B) for 9273 W. State Rt. 161 within the City of Fairview Heights for the following reasons:

1. The addition will not be injurious or detrimental to the public health, safety and welfare.
2. The applicant is requesting a minimum variance for the use of the property due to the narrowness conditions of the lot resulting from the sale of property to the Illinois Department of Transportation for W. State Rte. 161.
3. Strict application of the Code would deprive the applicant of reasonable use of the property.
4. This addition would not alter the essential character of the area.
5. The front and back are restrictive and with minimum deviation will eliminate the hardship.

Abernathy seconded

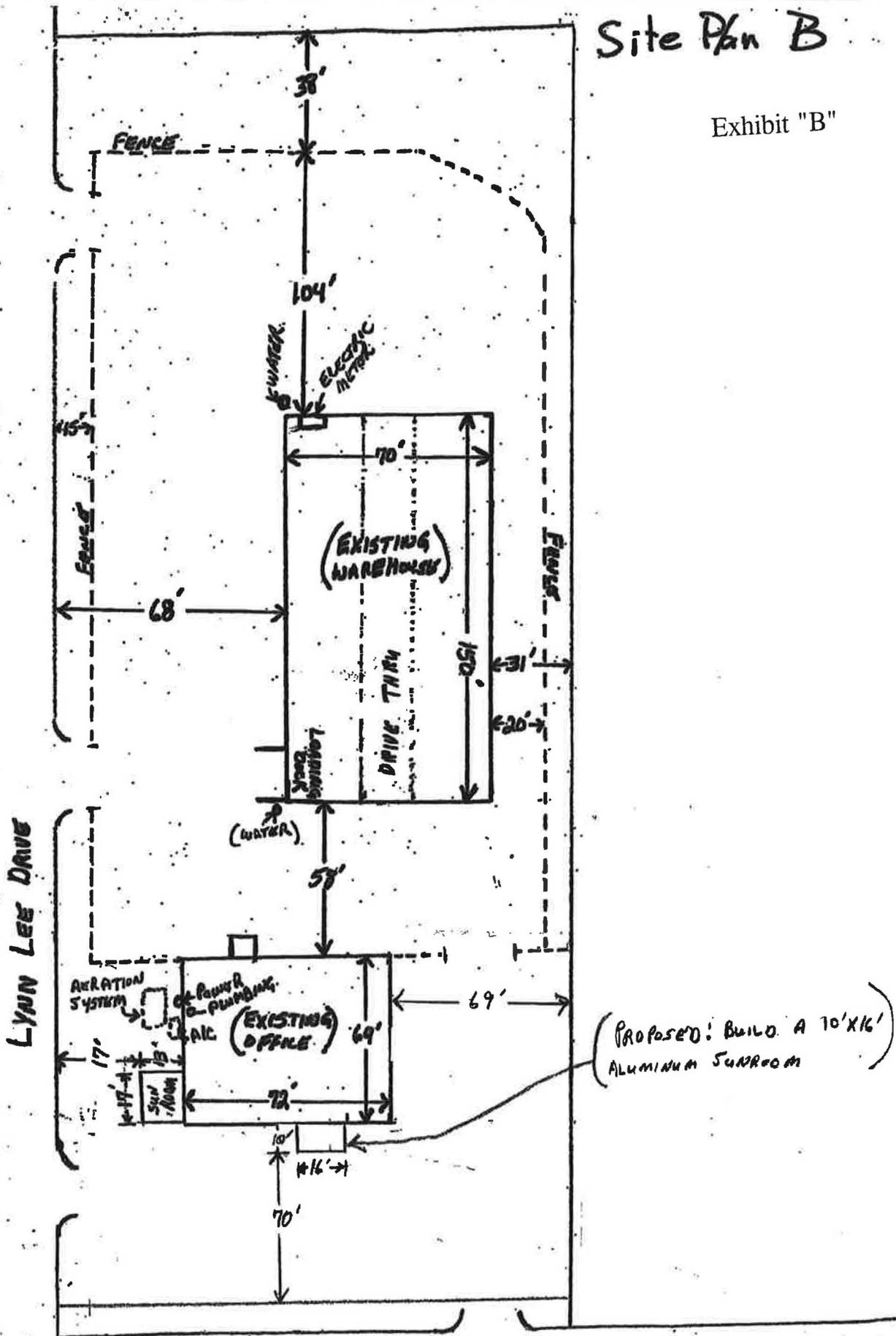
VOTE: 6 YEAS; Petroff, Peterson, Prescott, Wicks, Abernathy and Bunfill
0 NAYS

ZONING BOARD RECOMMENDATIONS

Based upon application materials and proposed plans, the Zoning Board of Appeals recommends Approval of ZBA02-16, Area Bulk Variance for property located at 9273 W. State Rt. 161

Site Plan B

Exhibit "B"



(PROPOSED: BUILD A 10'X16' ALUMINUM SUNROOM)

PROPOSED ORDINANCE NO. 34-'16

**AN ORDINANCE AMENDING ORDINANCE NO. 190,
"THE REVISED CODE," CHAPTER 27, OFFENCES,
SECTION 27-1-38, FIREWORKS.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED
CODE," CHAPTER 27, OFFENSES, SECTION 27-1-38, FIREWORKS reading as
follows:

"27-1-38 FIREWORKS.

(A) DEFINED. The term "fireworks" shall mean and include any explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation and shall include blank cartridges, and toy cannons, in which explosives are used; the type of balloons which require fire underneath to propel the same; firecrackers, torpedoes, sky rockets, Roman candles, sparklers, bombs, or other fireworks of like construction and any tablets or other device containing any explosive substance, or containing combustible substances producing visible effects; provided, however, that the term "fireworks" shall not include toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and the toy pistol, paper or plastic caps which contain less than twenty-five hundredths grains of explosive mixture, excluding recoverable model rockets sold for the express use of modelers and/or exhibitions of rocketry, the sale and use of which shall be permitted at all times.

(B) PROHIBITION. Except as hereinafter provided, it shall be unlawful for any person, property owner or person in control of property, firm, co-partnership or corporation to offer for sale, expose for sale, sell at retail or use or explode any fireworks within the City limits of Fairview Heights. Any property owner or person in control of property is in violation of this Code if fireworks are exploded, used, or ignited on his or her property or upon property in his or her control, while said property owner or person in control of said property is present.

(C) PERMITS. The Police Chief will authorize the City Clerk to grant permits for the supervised public display of fireworks. Permit shall not be authorized for the use or explosion of any fireworks within any building or structure. No permit granted hereunder shall be transferable. Permits may be granted hereunder to any group of three (3) or more adult individuals applying therefor. No permit shall be required for supervised outside only public displays by State or County Fair Associations.

(D) APPLICATION. Application for permits shall be made in writing at least fifteen (15) days in advance of the date of the display and action shall be taken on such application within forty-eight (48) hours after such application is made.

(E) DISPLAY. Every such display shall be handled by a competent individual designated by the Police Chief and shall be of such character and so located, discharged or fired, as not to be hazardous to property or endanger any person or persons.

(F) FEE. There shall be a charge of Ten Dollars (\$10.00) for the issuance of a permit. OFFENSES 27-1-39

(G) VIOLATIONS - PUNISHMENT. Any person, property owner or person in control of property, firm, co-partnership or corporation violating the provisions of this paragraph and upon the conviction thereof, shall be punished by a fine not exceeding One Hundred Dollars (\$100.00).

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED ORDINANCE NO. 35-'16

AN ORDINANCE AMENDING ORDINANCE NO. 1705-2015, PASSED OCTOBER 6, 2015 AND APPROVED OCTOBER 7, 2015; AN ORDINANCE REPEALING CHAPTER 16, OF ORDINANCE NO. 190, "THE REVISED CODE," ARTICLE I – SALARIES, SECTION 16-1-1, SALARIES, APPOINTED PART-TIME OFFICIALS (PROPERTY MAINTENANCE INSPECTOR).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. SALARIES - APPOINTED PART-TIME OFFICIALS. The following part-time appointed officials shall be paid per month except as noted, as follows:

APPOINTED PART-TIME OFFICIALS:	<u>May 1, 2015</u>
City Attorney	\$14,500.00
Electrical Inspector	1,171.97
Plumbing Inspector	938.80
*Property Maintenance Inspector (per hour)	13.83
E.S.D.A.	490.88
Assistant E.S.D.A. Coordinator	306.00

Pay shall be paid in full for the amount due no later than the fifth (5) day of the following month. The Finance Department shall calculate and establish the hourly rate based on the monthly base pay as approved in this Ordinance.

Be and the same is hereby amended to read as follows:

"APPOINTED PART-TIME OFFICIALS:	<u>June 7, 2016</u>
City Attorney	\$14,500.00
Electrical Inspector	1,171.97
Plumbing Inspector	938.80
*Property Maintenance Inspector (per hour)	19.77
E.S.D.A.	490.88
Assistant E.S.D.A. Coordinator	306.00"

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval and shall become effective June 7, 2016.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED RESOLUTION NO. 40-'16

A RESOLUTION REPEALING RESOLUTION NO. 3920-2015, PASSED JUNE 16, 2015 AND APPROVED JUNE 23, 2015 AND; A RESOLUTION REQUESTING PERMISSION FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION TO CLOSE PORTIONS OF LINCOLN TRAIL (FORMERLY U.S. ROUTE 50) FOR THE FAIRVIEW HEIGHTS HOMECOMING PARADE.

WHEREAS, the Fairview Heights Homecoming Association is sponsoring a Parade in the City of Fairview Heights which event constitutes a public purpose;

WHEREAS, this Parade will require the temporary closure of Lincoln Trail (formerly U.S. Route 50), a State Highway in the City of Fairview Heights from Bunkum Road to Ruby Lane;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That permission to close off Lincoln Trail (formerly U.S. Route 50) (eastbound lanes) from Bunkum Road to Ruby Lane as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 3:30 P.M. and 7:30 P.M. on August 13, 2016.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Parade.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway, shall be detoured over routes with all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic). The detour route shall be as follows:

Eastbound traffic on Lincoln Trail (formerly U.S. Route 50) will be funneled to the inside lane of the existing westbound lane, approximately 100 feet east of Bunkum Road. Traffic will travel east on Lincoln Trail (formerly U.S. Route 50) in the existing westbound lane to Ruby Lane, at which time it will be moved into the existing eastbound lanes.

Westbound traffic on Lincoln Trail (formerly U.S. Route 50) will be narrowed to one (1) lane (outside lane of existing westbound lanes), approximately 100 feet east of Ruby Lane. Traffic will travel west on Lincoln Trail (formerly U.S. Route 50) in one (1) traffic lane to Bunkum Road, at which time it will be released into the existing two (2) westbound lanes. Traffic cones placed approximately 100 feet apart, will divide the existing westbound traffic lanes into two (2) lanes, allowing one (1) lane to travel east and another to travel west. Police Officers will be placed at strategic locations along the detour to facilitate traffic flow.

BE IT FURTHER RESOLVED that the City of Fairview Heights assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall at the expense of the City, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Fairview Heights prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc. shall be used by the City of Fairview Heights as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Fairview Heights.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for the traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED that the City of Fairview Heights hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Fairview Heights shall provide a comprehensive general liability insurance policy or an additional insurance endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED RESOLUTION NO. 41-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WISPER ISP, INC. FOR ADDITIONAL SURVEILLANCE CAMERAS FOR MOODY PARK.

WHEREAS, the City of Fairview Heights is in need of additional Surveillance Cameras for Moody Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

WHEREAS, Wisper ISP, Inc., 3680 Lebanon Avenue, Belleville, IL 62221 has submitted the best bid in the amount of TWENTY ONE THOUSAND THREE HUNDRED FOURTY ONE DOLLARS AND NINETY THREE CENTS (\$21,341.93).

That the Mayor be authorized to enter into an agreement with Wisper ISP, Inc., 3680 Lebanon Avenue, Belleville, IL 62221 for additional Surveillance Cameras for Moody Park pursuant to the agreement attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”



3680 Lebanon Ave
Belleville, Ill 62221
618-206-4190
sales@wisperisp.com
www.wisperisp.com

April 20, 2016

To: Lt. John F. Proffitt, Administrative Lieutenant, Fairview Heights PD. Proffitt@fairviewpd.org
From: Caleb Marsh, Business Development, Wisper ISP. Cmarsh@wisperisp.com
Account: City of Fairview Heights

Job Description

Relocation of Networking equipment and installation of new cameras and network equipment. Relocation of current networking equipment from concession stand building to bathrooms located closest to the Ruby Lane entrance. Re establish link to main connection from new location. Install four (4) cameras to the same building to provide video coverage of all sides of the building. Installation of one (1) camera to light pole#2 overlooking the playground. Installation of one (1) camera to light pole#4 overlooking the volleyball court. Installation of four (4) cameras to rear bathroom near volleyball courts to overlook all sides of buildings to include parking lot and bathroom and utility room entrances. Installation of networking equipment to support new cameras and link to facility maintenance shed. *Quote includes price with the discussed optional battery back up system installation at both NVR locations. Locking security networking box with heat and ventilation installed, and establishing a new link to the Facility Maintenance shed for internet access. Options may be picked from cost will be adjusted according to products chosen.*

Equipment Estimate

Item	Price	Quantity	Total
BA-NVR-4-POE-2. 4 Channel NVR with 2 TB	\$435	2	\$870.00
BA-IPMD-3MP-IR-2.8. 3Mp Mini dome camera with 2.8mm lens	\$209	8	\$1,672.00
BA-IPBS-3MP-IR-V. Bullet Cam	\$389	2	\$778.00
BA-B-348. Wall mount for mini camera	\$20	4	\$80.00
BA-CDI	\$85	6	\$510.00
Wisper PTP 600 Radio	\$3500	1	\$3,500.00
Ubiquiti Nano Beam-5A/C-19-US	\$114.80	6	\$688.80
Battery Backup System	\$621.84	2	\$1,243.68
Netonix WS-6 port switch/WS10-250-AC	\$260.00	3	\$780.00
DDB Networking Box with Heat/Fan Assembly	\$672.00	2	\$1,344.00
Misc mounts/conduit/cable/hardware/consumable	\$1,075.45	1	\$1,075.45
Total Parts Cost			\$12,541.93



3680 Lebanon Ave. #101
Belleville, IL 62221
www.WisperISP.com

Phone: (800) 765-7772 Fax: (866) 282-3580



Installation Labor & Setup Estimate			
Item	Price	Quantity	Total
Labor	\$7500.00	N/A	\$7,500.00
Lift Rental for access to B/H (Sun Belt Rentals)	\$1300.00	1 day	\$1,300.00
Total Estimated Cost			\$8,800.00

Total Estimate			
			Total
Equipment Estimate			\$12,541.93
Installation Labor & Setup Estimate			\$8,800.00
Total Estimated Cost			\$21,341.93

Customer is responsible for all applicable state and local taxes. There is a 90 day warranty on all labor. Equipment warranty is equal to the manufacturer's warranty. Terms may vary.

Notes

- Labor to be performed by Union Labor as PLA dictates

Timeline

Wisper promises to have service installed within 60 days of a signed approval of the proposed plan.

Vendor Representative

Organization Representative

Date

Date

This proposal expires in 90 days.



PROPOSED RESOLUTION NO. 42-'16

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH CLEARWAVE
COMMUNICATIONS FOR INTERNET ACCESS AND
TELEPHONE SERVICES FOR THE CITY GARAGE.**

WHEREAS, the City of Fairview Heights is in need of internet access and telephone services for the City Garage;

WHEREAS, Clearwave, 404 Seright Street, Harrisburg, IL 62946 has submitted a proposal for internet access in the amount of THREE HUNDRED SEVENTY FIVE DOLLARS (\$375.00) per month for a Sixty (60) month period.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS;

That the Mayor is hereby authorized to enter into an agreement with Clearwave Communications, 404 Seright Street, Harrisburg, IL 62946 for internet access and telephone services in the amount of THREE HUNDRED SEVENTY FIVE DOLLARS (\$375.00) per month for a Sixty (60) month period, pursuant to the Business Services Order which is attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

“EXHIBIT A”



Business Service Order

BSO-020193

MSA-AGR-00003491

Fiber Facility - SMB

Sales Rep: Chuck Patton

Printed: 04/29/2016

Section 1) Service Location Information

Primary Service Loc A: City of Fairview Heights - Maintenance 515 Wilcox Street Fairview Heights, IL 62208 In City Limits?: YES

Location A Details: Lat: 38.581773 Lon: -89.994806 Authorized Parties: Tom Weissert

Site Contact: Tom Weissert (618) 791-4073 weissert@cofh.org

IT Contact: Tom Weissert (618) 791-4073 weissert@cofh.org

Section 2) Billing Account Information

Customer Billing Name: City Of Fairview Heights 10025 Bunkum Rd Fairview Heights, Illinois 62208-1798

Billing Details: Main Phone#: +1.618.489.2050 Lat: 38.59751 Lon: -90.01137 SSN/FEIN: 37-0918589

Billing Main Contact: Tom Weissert (618) 791-4073 weissert@cofh.org

Alt Contact: Mobile: Fax: +1.618.397.3509

Section 3) Service Order Request

Service Description	Term	Billing Period	Qty	Price	MRC Total
City of Fairview Heights - Maintenance - Fiber Facility - One Time Installation Charge			1		\$0.00

Fiber Facility Installation charges total \$0.00 plus any applicable taxes and fees.

Service Install Interval

Installation Details & Date

Standard Install - (No Date Specified) -

Section 4) Service Notes / Comments

This Business Service Order (“BSO”) and Services provided hereunder are governed by the Master Services Agreement (“MSA”) between City Of Fairview Heights and Delta Communications, LLC d/b/a Clearwave Communications (“Clearwave”).

What to expect from Clearwave:

- After the agreements are executed a planning engineer will arrange a call or meeting to discuss the physical installation with the customer site contact.
- When all of the necessary planning and permitting has been completed and installation is scheduled to begin construction crews will place conduit underground utilizing any necessary means of installation including directional drilling, trenching and plowing.
- A construction crew will penetrate the customer building above grade and install conduit to provide a path for the fiber into the building, unless access to an existing conduit is made available.
- A crew, soon after construction is completed, will restore the customer's property to the original condition including the repair of parking lots and sidewalks as needed.
- Fiber crews will install an indoor, non-plenum rated fiber cable through the building to the agreed upon fiber termination location.
- Utilizing customer provided wall space the fiber will be terminated and equipment installed to provide the services requested by the customer.
- RJ-45 jacks will be provided as the customer connection for data services.
- RJ-11 jacks will be provided for analog voice services of 4 lines or less and a 66 punch down block for analog voice services of 5 lines or more.
- Customer networking equipment such as switches and wired or wireless routers are not provided for fiber data services.
- A network technician will make contact to notify the customer of completion of services and to provide information about those services to the customer's technical contact.

What is needed from City Of Fairview Heights (Customer):

- Access to construction crews from the public right of way to the building service will be delivered to.
- Assistance in locating private utilities such as water and sewer lines, power for signage and outbuildings and any other underground cables or lines.
- A location agreed upon that construction crews may penetrate the customer's building to provide a path for the fiber.
- Access to the building during normal business hours to Clearwave technicians to install the fiber to the agreed upon inside termination location.
- Four square feet of wall space to install the fiber termination equipment.
- One 120v AC outlet within 6 feet of the termination location. The provided equipment will use up to 100W of power
- An additional four square feet of adjacent wall space may be required for equipment to provide analog phone service over fiber as well as an additional 120v AC outlet.
- The customer will need to connect their internal data and voice equipment to the jacks provided by Clearwave as part of the installation.
- The customer should be prepared to make any necessary configuration changes to their equipment to utilize the new services provided by Clearwave.

City Of Fairview Heights	Clearwave Communications
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



Business Service Order

BSO-020195

MSA-AGR-00003491

Internet Access (IA)

Sales Rep: Chuck Patton

Printed: 04/29/2016

Section 1) Service Location Information

Primary Service Loc A: City of Fairview Heights - Maintenance 515 Wilcox Street Fairview Heights, IL 62208 **In City Limits?:** YES

Location A Details: Lat: 38.581773 Lon: -89.994806 **Authorized Parties:** Tom Weissert

Site Contact: Tom Weissert (618) 791-4073 weissert@cofh.org

IT Contact: Tom Weissert (618) 791-4073 weissert@cofh.org

Section 2) Billing Account Information

Customer Billing Name: City Of Fairview Heights 10025 Bunkum Rd Fairview Heights, Illinois 62208-1798

Billing Details: Main Phone#: +1.618.489.2050 Lat: 38.59751 Lon: -90.01137 SSN/FEIN: 37-0918589

Billing Main Contact: Tom Weissert (618) 791-4073 weissert@cofh.org

Alt Contact: Mobile: Fax: +1.618.397.3509

Section 3) Service Order Request

Service Description	Term	Billing Period	Qty	Price	MRC Total
City of Fairview Heights - Maintenance - 100Mbps/30Mbps Internet Access	5 Years	Monthly	1	\$350.00	\$350.00

Total Contract Liability is 60.0 months totaling \$21,000.00 plus any applicable taxes and fees.

First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

Section 4) Service Notes / Comments

This Business Service Order ("BSO") and Services provided hereunder are governed by the Master Services Agreement ("MSA") between City Of Fairview Heights and Delta Communications, LLC d/b/a Clearwave Communications ("Clearwave").

Representation regarding Authority of Parties/Signatories: The person executing this BSO ("Contracting Agent") is a natural person employed by the business, corporation, partnership, LLC, sole proprietorship, educational institution, or government agency on whose behalf the Contracting Agent is signing ("Customer") and is acting as an agent with the express authority of the Customer. By signing this BSO, the Contracting Agent represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this BSO on behalf of Customer. The Contracting Agent represents and warrants that the execution and delivery of this BSO and the performance of the Customer's obligations hereunder have been duly authorized by the Customer and that this BSO is a valid and legal agreement binding on the Customer and enforceable in accordance with its terms.

By signing below, the contracting Agent acknowledges and agrees to the following: I hereby authorize Clearwave to obtain credit information regarding the Customer. If applicable I authorize Clearwave to change Customer's local and/or long distance services and I acknowledge and agree to all the terms and conditions of this agreement as outlined in the Clearwave Tariff. A copy of the tariff is available at www.clearwave.com. If automatic payments are requested and credit card information provided above, I hereby authorize Clearwave to charge the credit card according to the frequency level indicated above. I understand that it is Customer's responsibility to contact Customer's previous service provider(s) (local phone, long distance, internet service provider) to cancel any left behind services and/or close Customer's account with them following switching to Clearwave. Changes to accounts may take up to 45 days to go into effect. Up to 60 days' notice may be required to cancel service. See MSA contract terms.

City Of Fairview Heights	Clearwave Communications
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



FTTH Service Order

BSO-020197

Analog POTS over Fiber

Sales Rep: Chuck Patton

Printed: 04/29/2016

Section 1) Service Location Information

Primary Service Loc A:	Location A Details:	Site Contact:
City of Fairview Heights - Maintenance	In City Limits?: YES	Tom Weissert
515 Wilcox Street	Lat: 38.581773 Lon: -89.994806	(618) 791-4073
Fairview Heights, IL 62208	Authorized Parties: Tom Weissert	weissert@cofh.org

Section 2) Billing Account Information

Customer Billing Name:	Billing Details:	Billing Main Contact:	Alt Contact:
City Of Fairview Heights	Main Phone#: +1.618.489.2050	Tom Weissert	Mobile:
10025 Bunkum Rd	Lat: 38.59751 Lon: -90.01137	(618) 791-4073	Fax: +1.618.397.3509
Fairview Heights, Illinois 62208-1798	SSN/FEIN: 37-0918589	weissert@cofh.org	

Section 3) Service Order Request

Service Description	Term	Billing Period	Qty	Price	MRC Total
City of Fairview Heights - Maintenance - Analog POTS over Fiber (0-4 Line)	5 Years	Monthly	1	\$25.00	\$25.00

First month's bill will include one month of billing in advance and a partial billing of up to one month from the start of service.

TN#	Hunt Group	Proposed Use	Service	Non Published	LD Access
(618) 394-8028					

Section 4) Service Notes / Comments

What to expect from Clearwave:

- Ahead of the installation at your home crews will perform necessary work in the public right of way in your neighborhood
- An installation crew will trench/plow fiber from the public right of way to the edge of your home near the electricity meter or other existing utilities.
- After the outside work is complete a technician will schedule an appointment to perform the work inside.
 - The technician will need to penetrate the exterior wall of your home to bring the fiber cable inside
 - The fiber cable is black in color and approximately 1/4" in diameter. This cable will need to be run to the agreed upon location to wall mount the equipment.
 - The technician will not be able to run the cable through an attic or crawl space.
 - The technician will wall mount an Optical Network Terminal (ONT) and an Uninterruptable Power Supply (UPS), ideally on an external wall near the point the fiber enters your home.
 - The ONT has a wireless access point built in to minimize the need for additional cabling inside your home for internet service.
 - After the technician turns up and tests the services you purchased they will help configure internet access on one wireless device such as a tablet or laptop.
 - If voice service was also purchased, the technician will verify service to one phone.
- The installation has now been completed and billing will begin.

What is needed from City Of Fairview Heights (Customer):

- Access to construction crews from the public right of way to the home service will be delivered to.
- Access to the home during the scheduled time of installation by an adult (over 18). Clearwave will not be able to perform the installation without the presence of an adult for the duration of the time inside the home.
- One 120v AC outlet within 6 feet of the provided equipment installation location.
- Approximately 1 square foot of wall space to mount the provided equipment.
- A technician will verify internet service to one device, the rest of the devices will be the responsibility of the homeowner to configure. The technician will provide the wireless access information to the homeowner.

Equipment to be installed by Clearwave:

- Optical Network Terminal (ONT) with Wireless Access Point
- Uninterruptible Power Supply (UPS)

Terms and Conditions:

1. AGREEMENT: Clearwave Communications (Clearwave) shall provide local telecommunications, and/or data service to Customer under these terms and conditions, the order form attached hereto ("Order") and applicable CLEARWAVE COMMUNICATIONS tariffs on file with regulatory bodies, as amended from time to time (collectively the "Agreement"). All fiber and fiber equipment is the property of Clearwave. These terms and conditions are in addition to the terms represented in the Clearwave FCC tariff which is viewable by accessing the Clearwave Communications website at www.clearwave.com.
2. TERM: This contract will begin on the day service begins and be a two year agreement. This agreement will renew automatically month to month thereafter until either party gives written notice of termination to the other at least (30) days before the end of any monthly term, or renews another annual contract. Cancellation requests for Clearwave Communications accounts must be received verbally, or in writing via email or postal service, with 30 days advance notice, at Clearwave Communications main office in Harrisburg, Illinois. Mailing address: Clearwave Com., P.O. Box 808, Harrisburg, IL 62946. Telephone: 877-552-9283
3. CHARGES: Customer shall pay Clearwave the rates and charges set forth on the Order.
4. PAYMENT: Payment is due by the due date indicated on the monthly bill. Customer may be assessed a late payment charge if billed amounts remain unpaid after the due date, as specified in the Clearwave tariff. Accounts will only be reinstated during the hours of 8 AM - 5 PM Monday -Friday, Central Time, not including holidays. The subscriber acknowledges full responsibility for the account until payment in full is made. Clearwave Com. reserves the right to not accept checks from a subscriber at any time. Clearwave Com. reserves the right to pursue the collection of any unpaid accounts before or after the date of cancellation regardless of the reason for cancellation. The subscriber will be responsible for all collection fees incurred to include attorney's fees and court costs. 5. ADJUSTMENTS: Clearwave may impose surcharges to recover amounts required by governmental or quasi-governmental authorities to collect on their behalf or receive from or pay to others in support of statutory or regulatory programs. Examples include, but are not limited to, taxes, E-911 Charge and Universal Service Charge.
5. LIABILITY FOR EARLY TERMINATION: If an Order is terminated in whole or in part before expiration of the Order Term, Customer will pay, as termination charges, a lump sum equal to \$350.00. If customer moves to a location not served by Clearwave Fiber, charges for early termination will remain applicable.
6. FORCE MAJEURE: Clearwave will not be responsible for delay, interruption or other failure to perform under the Agreement due to forces beyond its control. Such forces include, but are not limited to, natural disasters (e.g. lightning, earthquakes, hurricanes, floods), wars, riots, terrorist activities, and civil commotions, inability to obtain equipment from third party suppliers, cable cuts by third parties, a local exchange carrier's activities and other acts of third parties, explosions and fires, embargoes, strikes, and labor dispute, and governmental decrees and any other cause beyond the reasonable control of a party.
7. ACCEPTABLE USE POLICY: Customer agrees to abide by Clearwave's posted Acceptable Use Policy available at www.clearwave.com.
8. DATA TRAFFIC POLICY: Customer understands that the service is for ordinary residential or home business use. Customer with large data transport needs may require custom pricing. The service cannot be resold.
9. PHONE USAGE: Customer understands that the phone service is for residential or home business use and not for automated telemarketing or bulk auto-dialing services. Unlimited long distance service includes calls to all NPA/NXXs in the continental U.S.A, (not including AK, HI, P.R.). Clearwave Com. is not responsible for inside wiring.
10. Customer premise equipment and wiring: Clearwave is not responsible for any end user equipment to include telephones, fax machines, personal computers, modems, etc. Service problems related to use of service does not constitute breach of contract on behalf of Clearwave Communications. After the technician turns up and tests the services you purchased they will help configure internet access on one wireless device such as a tablet or laptop. If voice service was also purchased, the technician will verify service to one phone.
11. CLEARWAVE FRAUDULENT USAGE POLICY: Customer is solely responsible for all long distance usage accessed through Clearwave's network, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Customer, and not Clearwave, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services. Clearwave reserves the right, but has no duty, to take any action it deems appropriate to prevent fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.
12. BANDWIDTH POLICY: Clearwave FTTH service is a best effort service, however, Clearwave constantly monitors its own connection to the Internet. Clearwave's policy is to manage its connection to the Internet as necessary to supply maximum speed to all its customers.
13. CLEARWAVE COMMUNICATIONS reserves the right to charge a cancellation fee when construction of the fiber drop was started prior to cancellation.

City Of Fairview Heights	Clearwave Communications
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

PROPOSED RESOLUTION NO. 43-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH LANDMARK FORD INC., SPRINGFIELD, IL FOR THE PURCHASE OF TWO (2) 2017 FORD POLICE UTILITY INTERCEPTOR AWD VEHICLES FOR USE BY THE POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of Two (2) 2017 Ford Police Utility Interceptor AWD vehicles for use by the Police Department;

WHEREAS, Landmark Ford Inc. 2401 Prairie Crossing Drive, Springfield, IL 62711 has submitted the best bid through the State of Illinois Joint Purchasing Plan for the purchase of Two (2) 2017 Ford Police Utility Interceptor AWD vehicles in the amount of TWENTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$28,775.00) per vehicle for a total not to exceed FIFTY SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$57,550.00);

WHEREAS, the monies for the purchase of two (2) 2017 Ford Police Utility Interceptor vehicles is in the 2016-2017 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be and is hereby authorized to enter into a purchase agreement with Landmark Ford Inc., 2401 Prairie Crossing Drive, Springfield, IL for two (2) 2017 Ford Police Utility Interceptor AWD vehicles in the amount of TWENTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$28,775.00) per vehicle for a total not to exceed FIFTY SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$57,550.00) pursuant to the quote attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

FAIRVIEW HTS POLICE
618 420 4802

Landmark  JOHN PROFFITT

**2017 UTILITY POLICE
INTERCEPTOR PACKAGE AWD
ALL WHEEL DRIVE**

Call Steve Decker (800) 798-9912

Email Steve.decker@landmarkauto.com

Made In Illinois

STANDARD PACKAGE \$27,026.00

- | | |
|----------------------------------|--------------------------------|
| 3.7L V6 Ti-VCT FFV ✓ | ANTI-LOCK BRAKES ✓ |
| 6 SPEED AUTOMATIC ✓ | TRACTION CONTROL ✓ |
| DUAL AIR BAGS ✓ | FRONT ROW TASK LIGHT ✓ |
| P245/55R18 A/S BSW TIRES ✓ | CAPLESS FUEL FILLER ✓ |
| FULL SIZE SPARE ✓ | TILT WHEEL ✓ |
| ELECTRIC POWER ASSIST STEERING ✓ | ADVANCE TRAC ✓ |
| 4 WHEEL DISC BRAKES ✓ | ROLL STABILITY CONTROL ✓ |
| ROLL CURTAIN AIRBAGS ✓ | AIR CONDITIONER ✓ |
| SAFETY CANOPY ✓ | SPEED CONTROL ✓ |
| 220 AMP ALTERNATOR ✓ | POWER WINDOWS ✓ |
| CLOTH FRONT BUCKET SEATS ✓ | POWER LOCKS ✓ |
| VINYL REAR SEAT ✓ | AM/FM RADIO/CD/MP3 CAPABLE ✓ |
| COLUMN SHIFTER ✓ | PRIVACY GLASS ✓ |
| OVERHEAD CONSOLE ✓ | POWER POINTS 2 TOTAL ✓ |
| POWER ADJUSTABLE PEDALS ✓ | CARGO HOOKS ✓ |
| EXHAUST TRUE DUAL ✓ | ROOF MOUNTED ANTENNA ✓ |
| POWER ELECTRIC MIRRORS ✓ | AWD ONLY REAR RECOVERY HOOKS ✓ |
| CALIBRATED SPEEDOMETER ✓ | TWO-WAY RADIO PRE-WIRE ✓ |
| ENGINE OIL COOLER ✓ | POWER PIGTAIL HARNESS ✓ |
| POWER DRIVERS SEAT ✓ | RADIO NOISE SUPPRESSION ✓ |
| ACOUSTIC LAMINATED WINDSHIELD ✓ | DRIVERS SIDE SPOTLIGHT ✓ |

ORDER CUT OFF DATE ?????

WE WILL GIVE TOP DOLLAR FOR YOUR USED POLICE VEHICLES"

ADDITIONAL OPTIONS AND ORDER FORM

PLEASE ENTER THE FOLLOWING

FORD FLEET NUMBER _____

CONTACT NAME _____

PHONE NUMBER _____

PURCHASE ORDER NUMBER _____

STATE TAX EXEMPT NUMBER _____

Quantity

Check desired options

Check desired options

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>3.5 V6 ECOBOOST AWD</td><td>99T</td><td>3196.00</td></tr> <tr><td>Interior Upgrade Package</td><td>65U</td><td>370.00</td></tr> <tr><td>Front headlight housing</td><td>86P</td><td>120.00</td></tr> <tr><td>Front headlamp Lighting Solution</td><td>66A</td><td>845.00</td></tr> <tr><td>Tail Lamp Lighting Solution</td><td>66B</td><td>398.00</td></tr> <tr><td>Rear Lighting Solution</td><td>66C</td><td>425.00</td></tr> <tr><td>Cargo Wining Upfit Pkg</td><td>67G</td><td>1315.00</td></tr> <tr><td>Ready For The Road Pkg</td><td>67H</td><td>3430.00</td></tr> <tr><td>Engine Block Heater</td><td>41H</td><td>85.00</td></tr> <tr><td>Daytime Running Lights</td><td>942</td><td>45.00</td></tr> <tr><td>Spot Lamp Driver only LED</td><td>51R</td><td>395.00</td></tr> <tr><td>Pre-wiring grille lamp, siren, & speaker</td><td>60A</td><td>50.00</td></tr> <tr><td>Spot Lamp Dual</td><td>51Z</td><td>360.00</td></tr> <tr><td>Spot Lamp Dual LED</td><td>51S</td><td>605.00</td></tr> <tr><td>Roof Rack Side Rails-Black</td><td>68Z</td><td>150.00</td></tr> <tr><td>Rustproof & Undercoat</td><td></td><td>289.00</td></tr> <tr><td>1st & 2ND Carpet</td><td>16C</td><td>120.00</td></tr> <tr><td>Keyed alike</td><td></td><td>50.00</td></tr> <tr><td>Lockable gas cap for easy fuel</td><td>19L</td><td>20.00</td></tr> <tr><td>Remote keyless entry</td><td>595</td><td>250.00</td></tr> <tr><td>Reverse sensing</td><td>76R</td><td>275.00</td></tr> <tr><td>Aux air conditioning</td><td>17A</td><td>578.00</td></tr> <tr><td>Cloth Rear Seat</td><td>FW</td><td>60.00</td></tr> <tr><td>Deliver one unit</td><td></td><td>275.00</td></tr> <tr><td>Deliver Multiple units, each</td><td></td><td>225.00</td></tr> <tr><td>Delete Spotlight</td><td></td><td>(204.00.00)</td></tr> <tr><td>Airbag cutoff front passenger only</td><td></td><td>495.00</td></tr> <tr><td>Front Wire- Connector kit</td><td>47C</td><td>105.00</td></tr> <tr><td>Rear Wire-Connector Kit</td><td>21P</td><td>130.00</td></tr> </table>	3.5 V6 ECOBOOST AWD	99T	3196.00	Interior Upgrade Package	65U	370.00	Front headlight housing	86P	120.00	Front headlamp Lighting Solution	66A	845.00	Tail Lamp Lighting Solution	66B	398.00	Rear Lighting Solution	66C	425.00	Cargo Wining Upfit Pkg	67G	1315.00	Ready For The Road Pkg	67H	3430.00	Engine Block Heater	41H	85.00	Daytime Running Lights	942	45.00	Spot Lamp Driver only LED	51R	395.00	Pre-wiring grille lamp, siren, & speaker	60A	50.00	Spot Lamp Dual	51Z	360.00	Spot Lamp Dual LED	51S	605.00	Roof Rack Side Rails-Black	68Z	150.00	Rustproof & Undercoat		289.00	1 st & 2 ND Carpet	16C	120.00	Keyed alike		50.00	Lockable gas cap for easy fuel	19L	20.00	Remote keyless entry	595	250.00	Reverse sensing	76R	275.00	Aux air conditioning	17A	578.00	Cloth Rear Seat	FW	60.00	Deliver one unit		275.00	Deliver Multiple units, each		225.00	Delete Spotlight		(204.00.00)	Airbag cutoff front passenger only		495.00	Front Wire- Connector kit	47C	105.00	Rear Wire-Connector Kit	21P	130.00	<table border="1" style="width: 100%; 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28,775 w/options

PAYMENT REQUIRED AT TIME OF DELIVERY

Exterior Colors

Arizona Beige	E3	Deep Impact Blue	J4
Medium Brown Metallic	BU	Silver Grey Metallic	TN
Dark Toreador Red Metallic	JL	Ingot Silver Metallic	UX
Smokestone Metallic	HG	Shadow Black	
Dark Blue	LK	G1	
Norsea Blue Metallic	KR	Oxford White	YZ
Light Blue Metallic	LN	Medium Titanium Metallic	YG
Kodiak Brown Metallic	J1	Royal Blue	LM
Blue Jeans	N1	Sterling Grey Metallic	UJ

Interior Colors

Charcoal Black Vinyl	9W
Charcoal Black Cloth	FW

**IF WE HAVE MISSED AN OPTION THAT YOU NEED PLEASE CALL
(800) 798-9912 EXT 5253**

CALL ABOUT MUNICIPAL FINANCING
Email steve.decker@landmarkauto.com

PROPOSED RESOLUTION NO. 44-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GREENSCAPE LAWN CARE AND MAINTENANCE FOR LAWN MOWING, WEED CLEARING, NUISANCE ABATEMENT AND TRASH/DEBRIS REMOVAL SERVICE FROM MAY 1, 2016 TO APRIL 30, 2017.

WHEREAS, the City of Fairview Heights is desirous of maintaining the aesthetic appearance of property in the City; and

WHEREAS, the City of Fairview Heights has the authority to order property which is not maintained to the standards as set forth in the City's Nuisance Regulations; and

WHEREAS, there are from time to time private properties in the City which are in violation of these regulations as a result of grass/weeds which have grown in excess of 8 inches, other nuisance conditions or contain trash/debris; and

WHEREAS, the City has the authority to order the aforementioned nuisance conditions abated if the owner of the property has not done so after receiving due notice; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be authorized to enter into an agreement from May 1, 2016 to April 30, 2017 with Greenscape Lawn Care and Maintenance, 5701 Dauderman Road, Alhambra, IL 62001, pursuant to the agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

CITY OF FAIRVIEW HEIGHTS

2016-2017

GRASS MAINTENANCE AGREEMENT

This agreement is entered into this 1st day May, 2016, between Greenscape Lawn Care and Maintenance, hereinafter called "Contractor" and the City of Fairview Heights, 10025 Bunkum Road, Fairview Heights, IL 62208, hereinafter called "City."

- 1) For the period of May 1, 2016 to April 30, 2017, Contractor agrees, at the direction of the City, to cut and maintain the grass of certain designated properties.
- 2) All work shall be completed in a professional and workmanlike manner within three working days, weather and conditions permitting, from the date of notification by the City.
- 3) Contractor shall be paid at the rate of THIRTY SEVEN DOLLARS AND FIFTY CENTS (\$37.50) per hour for grass mowing on flat terrain, hilly, uneven or otherwise irregular terrain and additional work such as yard/brush clean up, trash pickup, hauling away and board up. Materials used in board up and tipping fees are at an additional cost.
- 4) Contractor shall comply with the City's requirements for Workmen's Compensation and Liability Insurance.
- 5) Said work shall not be subcontracted without the City's written permission.
- 6) City shall pay contractor after submission of proper invoice showing work and itemized charges completed and submitted on the 25th of each month.
- 7) This agreement is contingent upon strikes, accidents, adverse weather conditions or delays beyond the parties' control.

DATE: _____

JUSTIN BOLK - CONTRACTOR

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

PROPOSED RESOLUTION NO. 45-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HORNER & SHIFRIN, INC, TO PROVIDE PROFESSIONAL SERVICES FOR GIS DATABASE DEVELOPMENT SERVICES FOR THE CITY OF FAIRVIEW HEIGHTS.

WHEREAS, the City of Fairview Heights has determined that utilizing a Geographic Information System is an efficient means of storing data, tracking building and enforcement activities.

WHEREAS, the City staff has reviewed the availability of software applications available to local governments for this purpose, and has recommended that a web-based service be utilized;

WHEREAS, the City Council of the City of Fairview Heights has determined it is in the best interest of the City to have Horner & Shifrin, Inc. develop the GIS database.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor is hereby authorized to enter into an agreement with Horner & Shifrin, Inc., 5200 Oakland Avenue, St. Louis, MO 63110 in the amount of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) to develop the GIS database as outlined in the agreement which is attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of (“Effective Date”) between City of Fairview Heights, IL (“Owner”) and Horner & Shifrin, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: GIS Services (“Project”).

Engineer’s services under this Agreement are generally identified as follows: GIS Services (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement as defined in Appendix 1. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall provide GIS Services within the following specific time period: 1 year (the “Effective Date”) effective upon the date this Contact is signed by both Parties.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment – GIS Services*

A. Owner shall pay Engineer for Services as follows:

1. Code Violation, Building Permits, Occupancy Rental Inspection, and Crime-Free Modules:

- a. A one-time fee Not to Exceed amount of \$10,000 at the subsequent billing period of the Effective Date.
- b. Provide annual GIS-web-hosting support, maintenance, and training for additional code violation, building permits, and occupancy rental inspection modules for a fee of \$500.00 at the subsequent billing period of the Effective Date.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.G.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any. For GIS Hosted prepaid services Owner is entitled to a pro rata refund of the lump sum less Engineer cumulative hourly cost at current billing rates.
- C. In the event of any termination under Paragraph 3.01, Engineer will provide a full backup of all hosted data in an ESRI ArcGIS compatible geodatabase to Owner.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for professional services performed or furnished by Engineer under this Agreement will be the care and skill specified in Appendix 1, Engineer's Service Level Agreement to Provide GIS Services. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with the accuracy of any data not furnished directly by the Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- G. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- H. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- I. This Agreement is to be governed by the law of the state in which the Project is located.
- J. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement regarding the subject matter hereof between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments*: Appendix 1, Engineer's Service Level Agreement to Provide GIS Services, Code Violation, Building Permits, Occupancy Rental Inspection, and Crime-Free Modules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer: **Horner & Shifrin, Inc.**

By: []
Print name: []
Title: []
Date Signed: []

By: _____
Print name: **Jeff Stahlhuth**
Title: **Assoc. V.P., IT Director | Geomatic Practice Lead**
Date Signed: **3/8/2016**

Address for Owner's receipt of notices:
[]

Address for Engineer's receipt of notices:
401 S. 18th St., Suite 400, St. Louis, MO 63103

This is **Appendix 1, Engineer's Service Level Agreement to Provide GIS Services, Code Violation, Building Permits, Occupancy Rental Inspection, and Crime-Free Modules**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 3/8/2016.

Engineer's Service Level Agreement to Provide GIS Services

1. Term:

1.1. This Agreement shall become effective and remain in effect for a period of one (1) year from the Effective Date.

2. Services Provided:

2.1. ENGINEER will host the application "ESRI ArcSDE" that will facilitate storing and managing spatial data in a Microsoft SQL Server Management system.

2.2. ENGINEER will host OWNER-provided geographic information system (GIS) data.

2.3. ENGINEER will collaborate with OWNER GIS users to specify database requirements and identify GIS development needs.

2.4. ENGINEER will provide a single organizational web portal for the organization of all related web-based OWNER applications.

2.5. ENGINEER will provide unlimited data storage and unlimited web-based access for OWNER portals and applications.

2.6. ENGINEER will provide password authentication accounts for use with secure mobile and for web application security.

2.7. ENGINEER will provide custom web-based application development services not included in this agreement.

2.8. ENGINEER will provide four hours of onsite training session and unlimited online technical support for issues relating to the use of hosted GIS services.

2.9. ENGINEER will provide a GIS team to manage the GIS services.

3. Support Structure:

3.1. ENGINEER GIS group will provide a secure and stable environment and system administration for the GIS services

3.1.1. Provide computing and disk storage resources.

3.1.2. Maintain computing resources and operating system software; apply patches, hot fixes and service packs.

3.1.3. Provide backup and recovery for hosted enterprise GIS data.

3.1.4. Perform system-monitoring functions (space, performance, system logs).

3.2. ENGINEER GIS group will provide Data Base Administration support for the GIS system.

3.2.1. SQL Server database support for the GIS data. All routine patch maintenance will be performed during scheduled maintenance window: Monday – Sunday, 11PM – 4AM CST.

3.2.2. Provide production database monitoring. All resources are housed in a climate controlled secured environment and monitored 24x7.

3.2.3. Provide backup and recovery of database components. All database transaction record logs are stored for a minimum of 30 days and included with all incremental backups. Each server is stored on our SAN and backed up on 15 minute snapshots. Incremental backups are performed on 4 hour intervals to a local backup device and replicated off-site to cloud storage. Full system

3.2.4. Provide system level Data Base Administrator (DBA) support.

4. System Location:

4.1. The GIS system resources will be located in the ENGINEER data facility, located at 401 S. 18th St., Suite 400, St. Louis, MO 63103, which provides a stable physical environment that is equipped with environmental controls, uninterruptible power supplies, and physical security systems.

5. Application Management:

5.1. GIS application(s) will be managed by ENGINEER GIS group.

5.2. ENGINEER GIS group will have oversight of the administration of the server-side GIS application software.

5.3. ENGINEER GIS group will provide GIS application development and administration support as applicable.

5.4. ENGINEER GIS group will function as the security liaison with OWNER, identifying security needs and coordinating to implement them.

6. Owner will be responsible for the following:

6.1. Will own their respective GIS data and must authorize individuals be granted or denied access.

6.2. Must register GIS point of contact(s) with the ENGINEER GIS group.

6.3. Coordinate with ENGINEER to ensure OWNER provided data is in a compatible geospatial format.

7. Planned Outages:

7.1. Planned outage for the enterprise GIS system will be conducted during established maintenance windows.

7.2. The GIS point of contact(s) and/or designee will be notified via E-mail in advance of any planned outages.

8. Unplanned Outages:

8.1. Unplanned outages will be announced and an estimated time to resolve.

Engineer's Service Level Agreement to Provide Code Violation, Building Permits, Occupancy Rental Inspection, and Crime-Free Module(s)

1) GIS / Database Preliminary Tasks

a) Obtain Notice to Proceed

b) Develop initial GIS database schema for Code Violation, Building Permits, Occupancy Rental Inspections, and Crime-Free with photos/documents.

c) Coordinate with OWNER to define predefined DATA groups and items to develop drop-down lists for OWNER DATA fields such as: violation type, violation code, permit, etc.

d) Coordinate with OWNER to define system-wide DATA parameters to develop report and email reminders for the following types of events: violation follow-up, re-inspection follow-up, etc.

e) Coordinate with OWNER to define parameters for scheduled e-mail reminders, alerts, etc.

2) Mobile Data Collection

- a) Provide GIS mobile data collection solution for field capture of DATA and photos by OWNER personnel.
- b) Provide OWNER personnel 1 day of onsite training on use of GIS mobile data collection device. Provide additional phone support for GIS mobile data collection device to OWNER personnel for the duration of project.

3) GIS Map View

- a) Provide secure GIS web map to view related field captured DATA.
- b) Provide secure GIS web map to schedule inspection activities and DATA capture for OWNER personnel.
- c) Coordinate with OWNER to provide DATA layered in logical order to display DATA grouped by DATA type, Follow-up Date, Completion status, etc.

4) Reporting

- a) Coordinate with OWNER to develop custom web-based reports for reporting of DATA events and calendar view of scheduled tasks.
- b) Coordinate with OWNER to develop email report for upcoming tasks delivered on a regular basis to OWNER personnel.
- c) Coordinate with OWNER to develop custom emailed format for Notice of Violation and Certificate of Occupancy events.

OWNER shall be responsible for, and ENGINEER shall rely on correctness of information, drawings, etc. made available by the OWNER, without the need for verification.

PROPOSED RESOLUTION NO. 46-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH OATES ASSOCIATES FOR THE PREPARATION OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM APPLICATION.

WHEREAS, the City of Fairview Heights is in need of professional engineering services to prepare an Illinois Transportation Enhancement Program (ITEP) application for consideration by the State of Illinois for the installation of a pedestrian sidewalk connecting the proposed sidewalk being designed for the Market Place/Commerce Drive – Phase 1 project to the entrance of The Shoppes of St. Clair Square.

WHEREAS, Oates Associates has served the City in the past and has been selected now to perform said professional engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into an agreement for professional services with Oates Associates, Eastport Business Center 1, 100 Lanter Court, Suite 1, Collinsville, Illinois 62234 for the preparation of an Illinois Transportation Enhancement Program application for consideration by the State of Illinois for the installation of a pedestrian sidewalk connecting the proposed sidewalk being design for the Market Place/Commerce Drive – Phase 1 project to the entrance of The Shoppes of St. Clair in the amount of THREE THOUSAND DOLLARS (\$3,000.00) per the Agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



OATES ASSOCIATES
Engineering + Architecture

ILLINOIS
Eastport Business Center 1
100 Lanter Court, Suite 1
Collinsville, IL 62234
tel/ 618.345.2200
fax 618.345.7233

MISSOURI
720 Olive, Suite 700
St. Louis, MO 63101
tel/ 314.588.8381
fax 314.588.9605

www.oatesassociates.com

April 29, 2016

Mr. John Harty
Public Works Director
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208



Re: Sidewalk Project from Market Place to St. Clair Square
ITEP Application

Dear Mr. Harty,

We propose to render professional engineering services connected with preparing an Illinois Transportation Enhancement Program (ITEP) application for contemplated improvements along IL Route 159 from Market Place to the entrance to the Shoppes of St. Clair (hereinafter called the "Project").

It is our understanding that the City is interested in installing a pedestrian sidewalk connecting the proposed sidewalk being designed for the Market Place/Commerce Drive – Phase 1 project to the entrance of the Shoppes of St. Clair Square (see Exhibit 1). If the project is selected for funding, an ITEP grant typically pays for 80% of the construction and engineering costs. To apply for the ITEP grant, our Basic Services will consist of sketching the proposed improvements on aerial photography, reviewing site conditions to determine the appropriate path and roadway appurtances needed to support the sidewalk construction, estimating the project cost, and completing the grant application for consideration by the Illinois Department of Transportation. We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on Exhibit A.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit A. Billings for Basic Services are estimated at \$3,000.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until May 30, 2016, unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

Brian S. Heil, PE
Project Manager

Tom Cissell, PE, PTOE
Project Principal

Accepted this _____ day of _____, 2016.

By: _____

Title: _____

EXHIBIT A

HOURLY RATE SCHEDULE

Principal Engineer	205.00
Senior Professional II	175.00
Senior Professional I	155.00
Professional IV	145.00
Professional III	135.00
Professional II	120.00
Professional I	105.00
Junior Professional	85.00
Technician III	115.00
Technician II	100.00
Technician I	80.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2015 and are subject to adjustment annually.

GENERAL CONDITIONS

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

EXHIBIT A

GENERAL CONDITIONS (continued)

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you.

You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

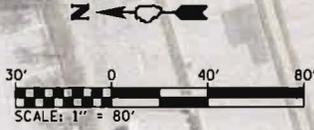
JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and with out liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.



ST CLAIR SQUARE ENTRANCE

MARKET PLACE DRIVE

PLAZA DRIVE

CIATES
chitectura

**ITEP PROGRAM APPLICATION
FOR SIDEWALK IMPROVEMENTS
FROM MARKET PLACE TO
ST CLAIR SQUARE**

EXHIBIT

1

PROPOSED RESOLUTION NO. 47-'16

**A RESOLUTION OF SUPPORT FOR AN ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM GRANT
BY THE STATE OF ILLINOIS DEPARTMENT OF
TRANSPORTATION.**

WHEREAS, the City of Fairview Heights is applying to the State of Illinois Department of Transportation for an Illinois Transportation Enhancement Program grant for the purpose of installing a pedestrian sidewalk connecting the proposed sidewalk being designed for the Market Place/Commerce Drive – Phase 1 project to the entrance of The Shoppes of St. Clair Square.

WHEREAS, it is necessary that an application be made and agreement entered into with the State of Illinois Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

- 1) That the City of Fairview Heights applies for a grant under the terms and conditions of the State of Illinois Department of Transportation and shall enter into and agree to the understandings and assurances contained in said applications,
- 2) That the Mayor and City Clerk on behalf of the City of Fairview Heights execute such documents and all other documents necessary for the carrying out of said applications, and
- 3) That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED RESOLUTION NO. 48-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO ADDENDUM #1 OF THE PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION FOR PROFESSIONAL ENGINEERING SERVICES WITH OATES ASSOCIATES FOR RIGHT-OF-WAY ACQUISITION FOR THE LINCOLN TRAIL STREETScape PROJECT, PLAZA DRIVE/MARKET PLACE INTERSECTION IMPROVEMENTS – PHASE 1.

WHEREAS, the City of Fairview Heights is in need of professional engineering services for right-of-way negotiations to acquire needed easements and right-of-way to construct roadway improvements and traffic signal modifications along Market Place from the DSW/Petco entrance to Illinois Route 159, as part of the Lincoln Trail Streetscape Project, Plaza Drive/Market Place Intersection Improvements – Phase 1.

WHEREAS, Oates Associates has served the City in the past and has been selected now to perform said professional engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into Addendum #1 of the Preliminary Engineering Services Agreement for Federal Participation with Oates Associates, Eastport Business Center 1, 100 Lanter Court, Suite 1, Collinsville, IL 62234 for professional engineering services for right-of-way negotiations to acquire needed easements and right-of-way to construct roadway improvements and traffic signal modifications along Market Place from the DSW/Petco entrance to Illinois Route 159, as part of the Lincoln Trail Streetscape Project, Plaza Drive/Market Place Intersection Improvements – Phase 1 in the amount of THIRTY THOUSAND FIVE

HUNDRED DOLLARS (\$30,500.00) per the agreement attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

Local Agency City of Fairview Heights, IL	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Addendum #1	C O N S U L T A N T	Consultant Oates Associates, Inc.
County St. Clair				Address 100 Lanter Court, Suite 1
Section 14-00042-00-WR				City Collinsville
Project No.				State IL
Job No.				Zip Code 62234
Contact Name/Phone/E-mail Address John Harty (618) 489-2020 harty@cofh.org		Contact Name/Phone/E-mail Address Brian Heil (618) 345-2200 x114 brian.heil@oatesassociates.com		

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Plaza Drive/Market PI Intersection Route _____ Length 0.10 mi Structure No. _____

Termini Market Place from DSW/Petco Intersection to IL-159

Description Improvements will generally consist of widening and traffic signal work for a new turn lane at IL-159, installing medians and pavement markings to manage traffic, storm sewer modifications, and a sidewalk on the south side of the road.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 210 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required **and assist the LA in acquiring necessary rights of way and easements as detailed in the attached estimate of person hours.**

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = DL + DL(OH) + 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



COST ESTIMATE OF CONSULTANT SERVICES

(COST PLUS FIXED FEE)

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: CMAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018
 PTB NO.: X

OVERHEAD RATE: 163.01%

COMPLEXITY FACTOR: 0.000

DBE DROP BOX	ITEM	PERSON HOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL B+C+D+E+F+G	% OF GRAND TOTAL
	13.0 RIGHT OF WAY	110	\$5,635.30	\$9,186.10		\$2,085.06		\$13,500.00	\$0.00	\$30,406.46	100.00%
	SUBCONSULTANT DL:					\$0.00				\$0.00	0.00%
	TOTALS:	110	\$5,635.30	\$9,186.10	\$0.00	\$2,085.06	\$0.00	\$13,500.00	\$0.00	\$30,406.46	100%

DBE %: 0%

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: CMAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018.004
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS														N/A
2.0 INTERSECTION DESIGN STUDY														N/A
3.0 PROJECT DEVELOPMENT REPORT														N/A
4.0 UTILITY & RAILROAD COORDINATION														N/A
5.0 HYDRAULIC REPORT														N/A
6.0 BRIDGE CONDITION REPORT														N/A
7.0 GEOTECHNICAL REPORT														N/A
8.0 TYPE SIZE & LOCATION PLANS														N/A
9.0 STRUCTURE PLANS														N/A
10.0 DRAINAGE														N/A
11.0 PRELIMINARY PLANS - ROAD														N/A
12.0 FINAL PLANS - ROAD														N/A
13.0 RIGHT OF WAY		62					48						110	
13.1 survey														
13.2 documents		16					44						60	Five Right of way parcels will need to be acquired
set proposed ROW														
calculate bearings / distances, stations / offsets														
calculate lot closures and areas														
prepare legal descriptions		4					12						16	Five right of way parcels deeds, easements
prepare ROW conveyance documents														
prepare ROW plans														
prepare statutory plats														
prepare parcel plats		12					32						44	Exhibit for five right of way parcels
prepare monument records														
13.3 submittals							4						4	
review ROW needs with Client							4						4	Prepare exhibit for City for parcel owner discussion
pre-final submittal - ROW plan only														
ROW conveyance documents														Engineer / Public Works Director & Attorney
final submittal - all documents														
13.4 negotiations / acquisitions		46											46	comply w/ federal "Uniform Act" requirements
review appraisals														coordination & review only, appraisals / waiver valuations by Subconsultant
documentation		12											12	PTAX forms, negotiator reports, parcel

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: C/MAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018.004
 PTB NO.: X

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
meetings		20											20	5 property owners @ 4hrs each
record documents		10											10	file conveyance documents with Co. Recorder
IDOT certification		4											4	project compliance checklist, meet @ IDOT
14.0 CONSTRUCTION PHASE SERVICES														May be negotiated later.
15.0 ADMINISTRATION / MANAGEMENT														N/A
16.0 QA/QC														N/A



PAYROLL ESCALATION TABLE
(FIXED RAISES)

FIRM: OATES ASSOCIATES, INC.
 PRIME/SUPPLEMENT: PRIME
 PTB NO.: X

CONTRACT TERM: 5 MONTHS
 START DATE: 5/15/2016
 NEXT RAISE DATE: 7/1/2016
 COMPLETION DATE: 10/14/2016

OVERHEAD RATE: 163.01%
 COMPLEXITY FACTOR: 0.000
 % OF RAISE: 3.00%

ESCALATION PER YEAR

5/15/2016	-	7/1/2016	7/1/2016	-	10/14/2016	-
2	5	3	5			

40.00% 60.00% 0.00% 0.00% 0.00%

101.8000%

The total escalation for this project would be:

1.80%



PAYROLL RATES

FIRM: OATES ASSOCIATES, INC.
 PRIME/SUPPLEMENT: PRIME
 PTB NO.: X

ESCALATION FACTOR: 1.80%

NOTE: CURRENT RATES ARE AS OF JULY 1, 2015

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$72.11	\$70.00
SR. PROFESSIONAL II	\$61.67	\$62.78
SR. PROFESSIONAL I	\$54.65	\$55.63
PROFESSIONAL IV	\$49.52	\$50.41
PROFESSIONAL III	\$46.03	\$46.86
PROFESSIONAL II	\$42.55	\$43.32
PROFESSIONAL I	\$35.67	\$36.31
JUNIOR PROFESSIONAL	\$27.72	\$28.22
TECHNICIAN III	\$40.34	\$41.07
TECHNICIAN II	\$34.38	\$35.00
TECHNICIAN I	\$27.64	\$28.14
TECHNICIAN INTERN	\$16.00	\$16.29



SUMMARY OF DIRECT COSTS

FIRM: OATES ASSOCIATES, INC.
ROUTE: Plaza Drive/Market Place
SECTION: CMAQ
AGENCY: Fairview Heights, IL
JOB NO.: 13018
PTB NO.: X

DIRECT COSTS - RIGHT OF WAY				
	NO. OF COPIES	UNITS PER COPY	COST PER UNIT	TOTAL
X (8 1/2 x 11 - b/w)			\$ 0.05	\$ -
X (8 1/2 x 11 - color)			\$ 0.50	\$ -
X (11 x 17 - b/w)			\$ 0.12	\$ -
X (11 x 17 - color)			\$ 1.00	\$ -
X (full size)			\$ 0.55	\$ -
TOTAL:				\$ -
SERVICES BY OTHERS				
DJ Howard & Associates - appraisals		1	\$ 13,500.00	\$ 13,500.00
				\$ -
				\$ -
				\$ -
TOTAL:				\$ 13,500.00



PROJECT SCHEDULE

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: CMAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018
 PTB NO.: X

TASK	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
RIGHT OF WAY	1																												

ANTICIPATED AUTHORIZATION:
 ROW RECORDED WITH COUNTY
 FINAL PLAN SUBMITTAL:
 LETTING:

May 15, 2016
 August 1, 2015
 September 1, 2016
 January 1, 2017

DJ HOWARD AND ASSOCIATES, INC.

Real Estate Appraisal and Consulting

820 Broadway
Highland, Illinois 62249

Phone (618) 654-7790

Fax (618) 654-7792

March 23, 2015

Mr. Alan J Goepfert, PE, PLS, PTOE
Oates & Associates
100 Lanter Court, Suite 1
Collinsville, Illinois 62234

RE: Real Estate Appraisal Services
Five Parcels at intersection of North Illinois Street & Market Place Drive
Fairview Heights, Illinois

Dear Mr. Goepfert:

This letter shall serve as our proposal to perform real estate appraisal services for the City of Fairview Heights, Illinois for the above reference project.

The scope of our appraisal services will include, but not be limited to the following activities:

- We will make an inspection of each of the properties included in the project and the areas included in the partial taking for each property.
- We will collect the necessary market data and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports in accordance with the Land Acquisition Policies and Procedures Manual (LAPPM).
- Based upon our initial review of the plats and engineering, it appears that the appropriate report format will be Non-Complex Appraisal Reports. In addition, we will provide Reviews of the Non-Complex Appraisal Reports. Our fees will include providing an electronic version of the reports.
- The stated fees will also include any necessary revisions as a result of the Review of the Non-Complex Appraisal Reports.
- Revisions to the appraisal as a result in design changes will be subject to additional appraisal fees depending upon scope of revision.
- We understand that time is of the essence and the appraisals and reviews will be completed within three weeks from the award of this proposal.

The fees and type of appraisal report for each of the parcels included in the subject property is provided in the chart below.

Parcel Number	Report Type	Appraisal Fee	Review Fee
03-28 0-204-005	Non-Complex	\$1,800	\$900
03-28 0-204-009	Non-Complex	\$1,800	\$900
03-28 0-204-008	Non-Complex	\$1,800	\$900
03-28 0-206-001	Non-Complex	\$1,800	\$900
03-28 0-207-001	Non-Complex	\$1,800	\$900
	Total Fees	\$9,000	\$4,500
	Grand Total	\$13,500	

Please let me know if you have any questions regarding this proposal and I look forward to hearing from you soon.

Sincerely,

DJ HOWARD & ASSOCIATES, INC.



Donna J. Howard
Illinois State Certified
General Real Estate Appraiser
553001267

Accepted by _____

Date _____

Local Agency City of Fairview Heights, IL	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Addendum #1	C O N S U L T A N T	Consultant Oates Associates, Inc.
County St. Clair				Address 100 Lanter Court, Suite 1
Section 14-00042-00-WR				City Collinsville
Project No.				State IL
Job No.				Zip Code 62234
Contact Name/Phone/E-mail Address John Harty (618) 489-2020 hartv@cofh.org				Contact Name/Phone/E-mail Address Brian Heil (618) 345-2200 x114 brian.heil@oatesassociates.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Plaza Drive/Market PI Intersection Route _____ Length 0.10 mi Structure No. _____
Termini Market Place from DSW/Petco Intersection to IL-159

Description Improvements will generally consist of widening and traffic signal work for a new turn lane at IL-159, installing medians and pavement markings to manage traffic, storm sewer modifications, and a sidewalk on the south side of the road.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 210 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
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11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
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 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
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 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required **and assist the LA in acquiring necessary rights of way and easements as detailed in the attached estimate of person hours.**

II. THE LA AGREES,

- 1. To furnish the ENGINEER all presently available survey data and information
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = DL + DL(OH) + 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)
 Lump Sum _____

- 3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

- 4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
- 2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Oates Associates, Inc.	37-1256935	\$30,406.46
Sub-Consultants:	TIN Number	Agreement Amount
DJ Howard and Associates, Inc.	37-1415235	\$13,500.00
Sub-Consultant Total:		\$13,500.00
Prime Consultant Total:		\$16,906.46
Total for all Work:		\$30,406.46

Executed by the LA:

City of Fairview Heights

(Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

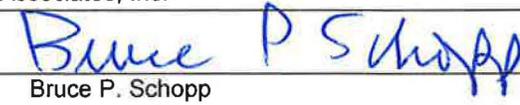
By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: 
 Joseph G. Hagerty
 Title: CEO

Oates Associates, Inc.
 By: 
 Bruce P. Schopp
 Title: President / COO

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: CMAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018.004
 PTB NO.: X

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS														N/A
2.0 INTERSECTION DESIGN STUDY														N/A
3.0 PROJECT DEVELOPMENT REPORT														N/A
4.0 UTILITY & RAILROAD COORDINATION														N/A
5.0 HYDRAULIC REPORT														N/A
6.0 BRIDGE CONDITION REPORT														N/A
7.0 GEOTECHNICAL REPORT														N/A
8.0 TYPE SIZE & LOCATION PLANS														N/A
9.0 STRUCTURE PLANS														N/A
10.0 DRAINAGE														N/A
11.0 PRELIMINARY PLANS - ROAD														N/A
12.0 FINAL PLANS - ROAD														N/A
13.0 RIGHT OF WAY		62					48						110	
13.1 survey														Five Right of way parcels will need to be acquired
13.2 documents		16					44						60	
set proposed ROW														
calculate bearings / distances, stations / offsets														
calculate lot closures and areas														
prepare legal descriptions		4					12						16	Five right of way parcels deeds, easements
prepare ROW conveyance documents														
prepare ROW plans														
prepare statutory plats														
prepare parcel plats		12					32						44	Exhibit for five right of way parcels
prepare monument records														
13.3 submittals							4						4	
review ROW needs with Client														Prepare exhibit for City for parcel owner discussion
pre-final submittal - ROW plan only							4						4	
ROW conveyance documents														Engineer / Public Works Director & Attorney
final submittal - all documents														
13.4 negotiations / acquisitions		45											46	comply w/ federal "Uniform Act" requirements coordination & review only, appraisals / waiver valuations by Subconsultant
review appraisals														
documentation		12											12	PTAX forms, negotiator reports, parcel

ESTIMATE OF PERSON HOURS

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: CMAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018.004
 PTB NO.: X

TASK	SR. PROF.		PROF. II		PROF. III		PROF. IV		JR. PROF.	TECH. III	TECH. II	TECH. I	TECH. INTERN	TOTAL	SCOPE OF WORK
	PRIN.	SR. PROF. I	SR. PROF. II	SR. PROF. III	SR. PROF. IV	PROF. I	PROF. II	PROF. III							
meetings		20												20	5 property owners @ 4hrs each
record documents		10												10	file conveyance documents with Co. Recorder
IDOT certification		4												4	project compliance checklist, meet @ IDOT
14.0 CONSTRUCTION PHASE SERVICES															May be negotiated later.
15.0 ADMINISTRATION / MANAGEMENT															N/A
16.0 QA/QC															N/A



FIRM: OATES ASSOCIATES, INC.
 PRIME/SUPPLEMENT: PRIME
 PTB NO.: X

PAYROLL ESCALATION TABLE
 (FIXED RAISES)

CONTRACT TERM: 5 MONTHS OVERHEAD RATE: 163.01%
 START DATE: 5/15/2016 COMPLEXITY FACTOR: 0.000
 NEXT RAISE DATE: 7/1/2016 % OF RAISE: 3.00%
 COMPLETION DATE: 10/14/2016

ESCALATION PER YEAR

5/15/2016	-	7/1/2016	7/1/2016	-	10/14/2016	-	-
2	5	3	5	40.00%	60.00%	0.00%	0.00%
101.8000%							

The total escalation for this project would be: 1.80%



PAYROLL RATES

FIRM: OATES ASSOCIATES, INC.
 PRIME/SUPPLEMENT: PRIME
 PTB NO.: X

ESCALATION FACTOR: 1.80%

NOTE: CURRENT RATES ARE AS OF JULY 1, 2015

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
PRINCIPAL	\$72.11	\$70.00
SR. PROFESSIONAL II	\$61.67	\$62.78
SR. PROFESSIONAL I	\$54.65	\$55.63
PROFESSIONAL IV	\$49.52	\$50.41
PROFESSIONAL III	\$46.03	\$46.86
PROFESSIONAL II	\$42.55	\$43.32
PROFESSIONAL I	\$35.67	\$36.31
JUNIOR PROFESSIONAL	\$27.72	\$28.22
TECHNICIAN III	\$40.34	\$41.07
TECHNICIAN II	\$34.38	\$35.00
TECHNICIAN I	\$27.64	\$28.14
TECHNICIAN INTERN	\$16.00	\$16.29



SUMMARY OF DIRECT COSTS

FIRM: OATES ASSOCIATES, INC.
ROUTE: Plaza Drive/Market Place
SECTION: CMAQ
AGENCY: Fairview Heights, IL
JOB NO.: 13018
PTB NO.: X

DIRECT COSTS - RIGHT OF WAY				
	NO. OF COPIES	UNITS PER COPY	COST PER UNIT	TOTAL
X (8 1/2 x 11 - b/w)			\$ 0.05	\$ -
X (8 1/2 x 11 - color)			\$ 0.50	\$ -
X (11 x 17 - b/w)			\$ 0.12	\$ -
X (11 x 17 - color)			\$ 1.00	\$ -
X (full size)			\$ 0.55	\$ -
TOTAL:				\$ -

SERVICES BY OTHERS				
	NO. OF UNITS	COST PER UNIT	TOTAL	
DJ Howard & Associates - appraisals	1	\$ 13,500.00	\$ 13,500.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL:			\$ 13,500.00	\$ -



PROJECT SCHEDULE

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Plaza Drive/Market Place
 SECTION: CMAQ
 AGENCY: Fairview Heights, IL
 JOB NO.: 13018
 PTB NO.: X

TASK	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
RIGHT OF WAY	1																												

ANTICIPATED AUTHORIZATION:
 ROW RECORDED WITH COUNTY
 FINAL PLAN SUBMITTAL:
 LETTING:

May 15, 2016
 August 1, 2015
 September 1, 2016
 January 1, 2017

DJ HOWARD AND ASSOCIATES, INC.

Real Estate Appraisal and Consulting

820 Broadway
Highland, Illinois 62249

Phone (618) 654-7790

Fax (618) 654-7792

March 23, 2015

Mr. Alan J Goepfert, PE, PLS, PTOE
Oates & Associates
100 Lanter Court, Suite 1
Collinsville, Illinois 62234

RE: Real Estate Appraisal Services
Five Parcels at intersection of North Illinois Street & Market Place Drive
Fairview Heights, Illinois

Dear Mr. Goepfert:

This letter shall serve as our proposal to perform real estate appraisal services for the City of Fairview Heights, Illinois for the above reference project.

The scope of our appraisal services will include, but not be limited to the following activities:

- We will make an inspection of each of the properties included in the project and the areas included in the partial taking for each property.
- We will collect the necessary market data and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports in accordance with the Land Acquisition Policies and Procedures Manual (LAPPM).
- Based upon our initial review of the plats and engineering, it appears that the appropriate report format will be Non-Complex Appraisal Reports. In addition, we will provide Reviews of the Non-Complex Appraisal Reports. Our fees will include providing an electronic version of the reports.
- The stated fees will also include any necessary revisions as a result of the Review of the Non-Complex Appraisal Reports.
- Revisions to the appraisal as a result in design changes will be subject to additional appraisal fees depending upon scope of revision.
- We understand that time is of the essence and the appraisals and reviews will be completed within three weeks from the award of this proposal.

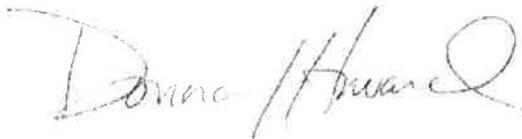
The fees and type of appraisal report for each of the parcels included in the subject property is provided in the chart below.

Parcel Number	Report Type	Appraisal Fee	Review Fee
03-28 0-204-005	Non-Complex	\$1 800	\$900
03-28 0-204-009	Non-Complex	\$1 800	\$900
03-28 0-204-008	Non-Complex	\$1 800	\$900
03-28 0-206-001	Non-Complex	\$1 800	\$900
03-28 0-207-001	Non-Complex	\$1 800	\$900
	Total Fees	\$9 000	\$4 500
	Grand Total	\$13 500	

Please let me know if you have any questions regarding this proposal and I look forward to hearing from you soon.

Sincerely,

DJ HOWARD & ASSOCIATES, INC.



Donna J. Howard
Illinois State Certified
General Real Estate Appraiser
553001267

Accepted by _____

Date _____

PROPOSED RESOLUTION NO. 49-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH HANK'S EXCAVATING & LANDSCAPING, INC. FOR THE PERRIN ROAD RECONSTRUCTION – PHASE II PROJECT.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Perrin Road Reconstruction – Phase II project as specified in the proposal documents dated March 18, 2016 and Addendum No. 1, dated April 14, 2016; and

WHEREAS, Hank's Excavating & Landscaping, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Hank's Excavating & Landscaping, Inc., 5835 West State Route 161, Belleville, IL 62223 for work related to the Perrin Road Reconstruction – Phase II project for the sum of SEVEN HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY-FIVE CENTS (\$707,757.65) pursuant to the proposal documents attached hereto and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK



PROPOSAL SUBMITTED BY		
Hank's Excavating and Landscaping, Inc.		
Contractor's Name		
5825 West State Route 161		
Street		P.O. Box
Belleville	IL	62223
City	State	Zip Code

STATE OF ILLINOIS

COUNTY ST. CLAIR
CITY OF FAIRVIEW HEIGHTS
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE PERRIN ROAD - PHASE II
 SECTION NO. _____
 TYPES OF FUNDS HOME RULE

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number N/A
Route PERRIN ROAD

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the City of Fairview Heights
acting by and through its City Council known as the party of the first part, and
Hank's Excavating and Landscaping, Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section Perrin Road - Phase II, in the City of Fairview Heights, approved by the Illinois Department of Transportation on N/A, _____, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ Clerk By _____

(Seal) _____
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____

Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part



Route PERRIN ROAD
 County ST. CLAIR
 Local Agency FAIRVIEW HEIGHTS
 Section N/A

We, _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____, as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

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

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

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

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Clerk

(Awarding Authority)

(Chairman/Mayor/President)



Local Public Agency
Formal Contract Proposal

Hank's

PROPOSAL SUBMITTED BY		
Excavating & Landscaping, Inc.		
Contractor's Name		
5825 West State Route 161		
Street		P.O. Box
Belleville	IL	62223
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF ST. CLAIR
CITY OF FAIRVIEW HEIGHTS
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. PERRIN ROAD RECONSTRUCTION - PHASE II
 SECTION NO. _____
 TYPES OF FUNDS HOME RULE

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

3-18-2016

Date

Department of Transportation

Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

RECEIVED MAR 28 2016

NOTICE TO BIDDERS

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number N/A
Route PERRIN ROAD

Sealed proposals for the improvement described below will be received at the office of the City Clerk,
10025 Bunkum Road, Fairview Heights, IL 62208 until 2:00 PM on April 19, 2016
Address Time Date

Sealed proposals will be opened and read publicly at the office of Public Works
10025 Bunkum Road, Fairview Heights, IL 62208 at 2:00 PM on April 19, 2016
Address Time Date

DESCRIPTION OF WORK

Name PERRIN ROAD RECONSTRUCTION - PHASE II Length: 1272.81 feet (0.24 miles)
Location Perrin Road from Enos Road to Clinton Street
Proposed Improvement Earthwork, HMA pavement, PCC curb & gutter, PCC driveway pavement and storm sewers

1. Plans and proposal forms will be available in the office of
Address

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

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

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office
f. Project Labor Agreement

Added #1

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

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

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

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

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

RETURN WITH BID

PROPOSAL

County ST CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number N/A
Route PERRIN ROAD

1. Proposal of Hank's Excavating & Landscaping, Inc.

for the improvement of the above section by the construction of Perrin Road Reconstruction - Phase II which includes and is not limited to earthwork, HMA pavement, PCC curb & gutter, PCC driveway pavement and storm sewers.

a total distance of 1272.81 feet, of which a distance of 1272.81 feet, (0.240 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Horner & Shifrin, Inc and approved by the Department of Transportation on City of Fairview Heights on March 18, 2016
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 100 working days or by unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Treasurer of
The amount of the check is ().
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number
8. The successful bidder at the time of execution of the contract be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



Illinois Department of Transportation

SCHEDULE OF PRICES

County ST CLAIR
 Local Public Agency FAIRVIEW HEIGHTS
 Section N/A
 Route PERRIN ROAD

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	4764	14.00	66696.00
25000100	SEEDING, CLASS 1	ACRE	1	5000.00	5000.00
25000400	NITROGEN FERT NUTRIENT	POUND	91	2.30	209.30
25000500	PHOSPHORUS FERT NUTRIENT	POUND	91	2.30	209.30
25000600	POTASSIUM FERT NUTRIENT	POUND	91	2.30	209.30
25100105	MULCH, METHOD 1	ACRE	1	2650.00	2650.00
28000400	PERIMETER EROSION BAR	FOOT	781	2.00	1562.00
28000500	INLET AND PIPE PROTECT	EACH	41	110.00	4510.00
35101100	AGG BASE CSE, TYPE A 12"	SQ YD	7818	11.50	89907.00
40200500	AGG SURF CSE, TYPE A 6"	SQ YD	166	24.00	3960.00
40201000	AGGR FOR TEMP ACCESS	TON	50	30.00	1500.00
40701811	HMA PVMT (FD), 6 1/2"	SQ YD	6332	23.50	148802.00
42001300	PROTECTIVE COAT	SQ YD	1485	0.60	891.00
42300200	PCC DRIVE PVMT, 6 INCH	SQ YD	494	70.00	34580.00
44000200	DRIVE PVMT REMOVAL	SQ YD	481	15.00	7215.00
44000500	COMB CURB GUTTER REM	FOOT	48	20.00	960.00
50105220	PIPE CULVERT REMOVAL	FOOT	539	5.00	2695.00
54213683	PRC FES 18"	EACH	1	900.00	900.00
550A0050	SS, CL A, TY 1 12"	FOOT	1239	45.00	55755.00
550A0070	SS, CL A, TY 1 15"	FOOT	377	55.00	20735.00
550A0090	SS, CL A, TY 1 18"	FOOT	306	48.00	14688.00
550A0120	SS, CL A, TY 1 24"	FOOT	436	56.00	24360.00
	SS, CL A, TY 1, 24" ERS	FOOT	647	104.00	67288.00
55100500	STORM SEWER REMOVAL 12"	FOOT	24	15.00	360.00
	SINGLE CURB INLET	EACH	11	1500.00	16500.00
	DOUBLE CURB INLET	EACH	4	2100.00	8400.00
60218300	MH, TY A, 4'-DIA, TY 1 F, CL	EACH	1	1500.00	1500.00
60219000	MH, TY A, 4'-DIA, TY 8 G	EACH	1	1500.00	1500.00
60219530	MH, TY A, 4'-DIA, TY 23 F&G	EACH	3	1600.00	4800.00
60221000	MH, TY A, 5'-DIA, TY 1 F, OL	EACH	1	1800.00	1800.00

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
60237460	INLETS, TY A, TY 23 F&G	EACH	8	950.00	7600.00
60240301	INLETS, TY B, TY 8 G	EACH	4	1400.00	5600.00
60240327	INLETS, TY B, TY 23 F&G	EACH	9	1400.00	12600.00
	CCC&G, TY M-4.18 (MODIFIED)	FOOT	4455.5	16.50	73515.75
70101835	TRAF CONT & PROT BLR 22	L SUM	1	7500.00	7500.00
X0322936	REM EXIST FES	EACH	1	350.00	350.00
X0325299	INLET MODIFICATION	EACH	1	935.00	935.00
X8026050	SAN MH TO BE ADJ	EACH	7	645.00	4515.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	5000.00	5000.00

707,757.65 ✓

CONTRACTOR CERTIFICATIONS

County	<u>ST. CLAIR</u>
Local Public Agency	<u>FAIRVIEW HEIGHTS</u>
Section Number	<u>N/A</u>
Route	<u>PERRIN ROAD</u>

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

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

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

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

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

RETURN WITH BID

SIGNATURES

County ST. CLAIR
Local Public Agency FAIRVIEW HEIGHTS
Section Number N/A
Route PERRIN ROAD

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

} _____

(If a corporation)

Corporate Name Hank's Excavating & Landscaping, Inc.

Signed By  _____
President

Business Address 5825 West State Route 161
Belleville, IL 62223

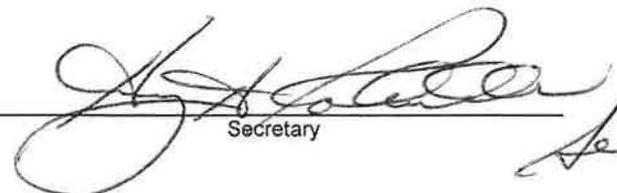
Inset Names of Officers

} President Henry H. Rohwedder

Secretary Henry H. Rohwedder

Treasurer Henry H. Rohwedder

Attest:

 _____
Secretary



Apprenticeship or Training Program Certification

Return with Bid

Route	<u>PERRIN ROAD</u>
County	<u>ST. CLAIR</u>
Local Agency	<u>FAIRVIEW HEIGHTS</u>
Section	<u>N/A</u>

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers - Illinois Labor & Contractors Trust Fund

Equipment Operators - Local 520

Cement Masons - Local 90 & 143

Teamsters - Joint Council No. 25 Training Fund

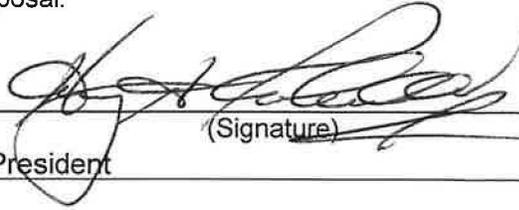
Subcontracted Work – HMA Paving

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Hank's Excavating & Landscaping, Inc

Address: 5825 W. State Rte 161 Belleville, IL

By: 
(Signature)

Title: President



Affidavit of Illinois Business Office

County ST. CLAIR
Local Public Agency ST. CLAIR COUNTY
Section Number N/A
Route PERRIN ROAD

State of ILLINOIS)
) ss.
County of ST. CLAIR)

I, Henry H. Rohwedder of Belleville, Illinois
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the President of Hank's Excavating & Landscaping, Inc.
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Hank's Excavating & Landscaping, Inc. will maintain a business office in the State of Illinois which will be located in ST. CLAIR County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)
Henry H. Rohwedder
(Print Name of Affiant)

This instrument was acknowledged before me on 15th day of APRIL, 2016.

(SEAL) OFFICIAL SEAL
MARY E. MUELLER
Notary Public - State of Illinois
My Commission Expires 9/04/2019

(Signature of Notary Public)

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: Perrin Road

Company Name: Hank's Excavating & Landscaping, Inc.

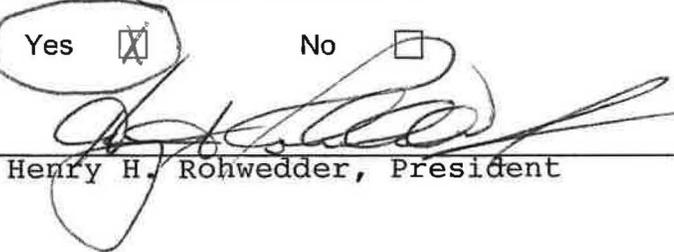
Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes

No

Signature:


Henry H. Rohwedder, President

Date:

4/18/16

80173



Local Agency Proposal Bid Bond

Route PERRIN ROAD
County ST. CLAIR
Local Agency FAIRVIEW HEIGHTS
Section N/A

RETURN WITH BID

PAPER BID BOND

WE Hank's Excavating & Landscaping, Inc. as PRINCIPAL, and Travelers Casualty and Surety Company of America as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19TH day of April, 2016

Principal

Hank's Excavating & Landscaping, Inc. (Company Name)
By: Henry H. Rohwedders, President (Signature and Title)

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

Surety

Travelers Casualty and Surety Company of America (Name of Surety)
By: Katherine M. Schwartz, Attorney-in-Fact (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF St. Clair

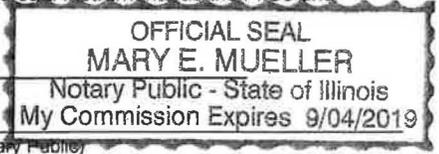
I, Mary E. Mueller, a Notary Public in and for said county, do hereby certify that Henry H. Rohwedders + Katherine M. Schwartz

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

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

Given under my hand and notarial seal this 19th day of April 2016

My commission expires Sept 4, 2019 (Notary Public)



ELECTRONIC BID BOND

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

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

ACKNOWLEDGMENT BY SURETY

STATE OF MISSOURI
County of St. Charles

On this 19th day of April, 2016 before me personally appeared
Katherine M. Schwartz known to me to be the Attorney - In - Fact of
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

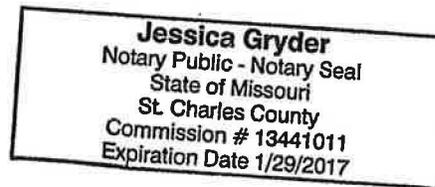
the corporation that executed the within instrument, and acknowledged to me that
such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,
at my office in the aforesaid County, and the day and year in this certificate first
above written.



Notary Public in the State of Missouri
St. Charles County

January 29, 2017
My Commission Expires



TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227873

Certificate No. 006139382

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Chase H. Butler, Stephen J. Hall, Katherine M. Schwartz, Shelley R. Thompson, and Jessica Gryder

of the City of Saint Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of December, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 4th day of December, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

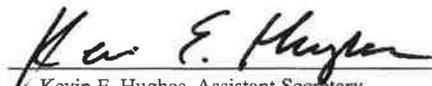
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

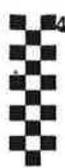
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2016.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



ADDENDUM NO. 1
PERRIN ROAD PHASE II RECONSTRUCTION
FAIRVIEW HEIGHTS, ILLINOIS
April 14, 2016

CLARIFICATIONS:

1. Remove Pay Item, "STORM SEWERS, CLASS A, TYPE 1, 15" EQUIVALENT ROUND SIZE – ARCH" Quantity 70 FOOT.
2. Add Quantity of 105 FOOT to Pay Item: 550A0050, "STORM SEWERS, CLASS A, TYPE 1, 12".
3. Replace BLR12200a "Schedule of Prices", printed 03/18/2016 with Revised BLR12200a "Schedule of Prices", printed 04/14/2016 and return revised with bid proposal.
4. Replace "Summary of Quantities," Plan Sheet Number 3, Plot Date 12/16/2015 with Revised Plan Sheet Number 3, Plot Date 04/14/2016.
5. Replace "Storm Sewer System 1," Plan Sheet Number 17, Plot Date 12/16/2016 with Revised Plan Sheet Number 17, Plot Date 04/14/2016.

Acknowledge receipt of this addendum No. 1 by signing, dating, and returning with your proposal.

4/18/16

Signature

Date

Hank's Excavating & Landscaping, Inc.

Company Name

5825 West State Route 161

Street Address

Belleville, IL 62223

City, State, Zip Code



SCHEDULE OF PRICES

County ST CLAIR
 Local Public Agency FAIRVIEW HEIGHTS
 Section N/A
 Route PERRIN ROAD

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	4764		
25000100	SEEDING, CLASS 1	ACRE	1		
25000400	NITROGEN FERT NUTRIENT	POUND	91		
25000500	PHOSPHORUS FERT NUTRIENT	POUND	91		
25000600	POTASSIUM FERT NUTRIENT	POUND	91		
25100105	MULCH, METHOD 1	ACRE	1		
28000400	PERIMETER EROSION BAR	FOOT	781		
28000500	INLET AND PIPE PROTECT	EACH	41		
35101100	AGG BASE CSE, TYPE A 12"	SQ YD	7818		
40200500	AGG SURF CSE, TYPE A 6"	SQ YD	165		
40201000	AGGR FOR TEMP ACCESS	TON	50		
40701811	HMA PVMT (FD), 6 1/2"	SQ YD	6332		
42001300	PROTECTIVE COAT	SQ YD	1485		
42300200	PCC DRIVE PVMT, 6 INCH	SQ YD	494		
44000200	DRIVE PVMT REMOVAL	SQ YD	481		
44000500	COMB CURB GUTTER REM	FOOT	48		
50105220	PIPE CULVERT REMOVAL	FOOT	539		
54213663	PRC FES 18"	EACH	1		
550A0050	SS, CL A, TY 1 12"	FOOT	1239		
550A0070	SS, CL A, TY 1 15"	FOOT	377		
550A0090	SS, CL A, TY 1 18"	FOOT	306		
550A0120	SS, CL A, TY 1 24"	FOOT	435		
	SS, CL A, TY 1, 24" ERS	FOOT	647		
55100500	STORM SEWER REMOVAL 12"	FOOT	24		
	SINGLE CURB INLET	EACH	11		
	DOUBLE CURB INLET	EACH	4		
60218300	MH, TY A, 4'-DIA, TY 1 F, CL	EACH	1		
60219000	MH, TY A, 4'-DIA, TY 8 G	EACH	1		
60219530	MH, TY A, 4'-DIA, TY 23 F&G	EACH	3		
60221000	MH, TY A, 5'-DIA, TY 1 F, OL	EACH	1		

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
60237460	INLETS, TY A, TY 23 F&G	EACH	8		
60240301	INLETS, TY B, TY 8 G	EACH	4		
60240327	INLETS, TY B, TY 23 F&G	EACH	9		
	CCC&G, TY M-4.18 (MODIFIED)	FOOT	4455.5		
70101835	TRAF CONT & PROT BLR 22	L SUM	1		
X0322936	REM EXIST FES	EACH	1		
X0325299	INLET MODIFICATION	EACH	1		
X6026050	SAN MH TO BE ADJ	EACH	7		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		

SUMMARY OF QUANTITIES

CODE	PAY ITEM	UNIT	TOTAL QUANTITY
20200100	EARTH EXCAVATION	CU. YD	4764
25000100	SEEDING, CLASS 1	ACRE	1.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	91
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	91
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	91
25100105	MULCH, METHOD 1	ACRE	1.00
28000400	PERIMETER EROSION BARRIER	FOOT	181
28000500	INLET AND PIPE PROTECTION	EACH	41
36101100	AGGREGATE BASE COURSE, TYPE A 1 1/2"	SO YD	7818
40200500	AGGREGATE SURFACE COURSE, TYPE A 6"	SO YD	165
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	50
40701811	HOT-MIX ASPHALT PAVEMENT (FULL DEPTH), 6 1/2"	SO YD	6332
42001300	PROTECTIVE COAT	SO YD	1485
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SO YD	494
44000200	DRIVEWAY PAVEMENT REMOVAL	SO YD	481
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	48
50105220	PIPE CULVERT REMOVAL	FOOT	539
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1
550A0090	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	1238
550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	277
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	306
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	435
	STORM SEWERS, CLASS A, TYPE 1, 15" EQUIVALENT ROUND SIZE - ARCH	FOOT	0
	STORM SEWERS, CLASS A, TYPE 1, 24" EQUIVALENT ROUND SIZE	FOOT	647
55100500	STORM SEWER REMOVAL 12"	FOOT	24
	SINGLE CURB INLET	EACH	11
	DOUBLE CURB INLET	EACH	4
60218300	MANHOLES, TYPE A, 4' -DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1
60219000	MANHOLES, TYPE A, 4' -DIAMETER, TYPE B GRATE	EACH	1
60219530	MANHOLES, TYPE A, 4' -DIAMETER, TYPE 23 FRAME AND GRATE	EACH	3
60221000	MANHOLES, TYPE A, 5' -DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1
60237460	INLETS, TYPE A, TYPE 23 FRAME AND GRATE	EACH	8
60240301	INLETS, TYPE B, TYPE B GRATE	EACH	4
60240321	INLETS, TYPE B, TYPE 23 FRAME AND GRATE	EACH	9
	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4, 18" (MODIFIED)	FOOT	4455.5
70101835	TRAFFIC CONTROL AND PROTECTION, STANDARD BLR 22	L SUM	1.0
X0322936	REMOVE EXISTING FLARED END SECTION	EACH	1
X0325299	INLET MODIFICATION	EACH	1
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	7
Z0013798	CONSTRUCTION LAYOUT	L SUM	1



4/14/2016

DATE: 4/14/2016
 TIME: 10:00 AM
 USER: JSHIFFRIN

FILE NAME: USER NAME: 4/14/2016 PROJECT: PERRIN ROAD RECONSTRUCTION Phase II PLOT SCALE: 1/8"=1'-0" PLOT DATE: 4/14/2016 10:00 AM	DESIGNED: JSHIFFRIN CHECKED: JSHIFFRIN DATE: 4/14/2016	REVISED: _____ REVISED: _____ REVISED: _____ REVISED: _____	 WWW.HORNERSHIFFRIN.COM		SUMMARY OF QUANTITIES	PERRIN ROAD RECONSTRUCTION PHASE II	TOTAL SHEETS: 46 SHEET NO.: 3
SCALE: SHEET NO. 1 OF 1 SHEETS STA. TO STA.							

PERRIN ROAD RECONSTRUCTION – PHASE II

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PERRIN ROAD RECONSTRUCTION – PHASE II
CITY OF FAIRVIEW HEIGHTS
SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of this Invitation for Bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

PROJECT LOCATION

The project is situated in the City of Fairview Heights, Illinois and within St. Clair County, Illinois. The northern terminus of the project is approximately 65’ south of Clinton Road. The southern terminus of the project is Enos Drive.

DESCRIPTION OF WORK

The work in this contract consists of the reconstruction of Perrin Road from terminus of Phase I of the Perrin Road Reconstruction, approximately 65 feet south of Clinton Road to Enos Drive. The project also involves the reconstruction of Durley Drive from the existing concrete pavement at Old Collinsville Road through Perrin Road to approximately 220 feet to the west of Perrin Road. The project also involves the reconstruction of Enos Drive from the existing concrete pavement at Old Collinsville Road through Perrin Road to approximately 75 feet to the west of Perrin Road. All reconstructed roadways will be comprised of new hot-mix asphalt pavement with combination concrete curb and gutter. Storm sewer will be constructed to control the drainage. Driveway approaches will be reconstructed as well.

PREVAILING WAGES

No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Law, shall be paid to all laborers, mechanics, operators, teamsters, masons and other workmen employed in the construction of this improvement.

SAFETY AND HEALTH

The Contractor shall be responsible for enforcing all O.S.H.A. Safety and Health Standards (29 CFR 1926/1910), pertaining to the construction industry, as established by the United States Department of Labor, Occupational Safety and Health Administration 2207.

SAFETY AND PROTECTION

- A. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall

take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- i. All employees on the Work and other persons and organizations who may be affected thereby;
- ii. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- iii. Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify all owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, or any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER and ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- B. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

In EMERGENCIES affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

INSURANCE

The Contractor, at its sole cost and expense, shall procure and maintain the following insurance provided by insurance companies acceptable to the City of Fairview Heights and authorized to transact business under the laws of the State of Illinois, as required under the

Revised Code of Ordinances of Fairview Heights, Illinois, Chapter 37, Article 4, Section I, and agrees to abide by the terms and conditions set forth therein:

“The General Liability, Automobile Liability and Umbrella Liability coverage shall provide, by endorsement in the appropriate manner and form, City of Fairview Heights, its Officers and Employees as Additional Insured with respect to policies, for occurrences arising in the whole or in the part out of the work and operations performed under this contract. The City of Fairview Heights shall be listed as Certificate Holder under the Worker’s Compensation coverage. The specifics of the City of Fairview Heights Insurance requirements are as follows:

(1) Workers Compensation and Employers Liability.

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

(b) Employers Liability

- i. Each accident \$500,000
- ii. Disease-policy limit \$500,000
- iii. Disease – each employee \$500,000

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

- (a) General Aggregate Limit \$2,000,000
- (b) Products-Completed Operations Aggregate Limit \$2,000,000
- (c) Each Occurrence Limit \$1,000,000

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

(3) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles. Bodily Injury & Property Damage Liability Limit Each Occurrence \$1,000,000

(4) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy. All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor/Vendor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without **thirty (30) days** prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language

restricting or limiting liability concerning this obligation. Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute the contract. A certificate of insurance shall include a statement “the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's/Vendor's obligation to obtain and keep in force the required insurance.” All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

INDEMNITY CLAUSE

- A) Contractor shall indemnify and hold safe and harmless the City of Fairview Heights from all suites, actions, claims, demands, interest or payments brought on account of any injuries or damages (including damages for care and loss of services because of bodily injury, sickness or disease including death resulting there from) sustained by any person or property (including employees of the contractor or his subcontractors) in consequence of any neglect, fault, act or failure to act on the part of the contractor, his subcontractors, their servants, agents or employees, in the safe-guarding or performance of the work undertaken by the contractor in this agreement.
- B) Contractor further agrees to indemnify the City of Fairview Heights against any costs and attorneys fees incurred as a result of any injuries or damages covered under the foregoing Paragraph A.
- C) Contractor accordingly agrees to assume all risk and liabilities for accidents or damages that may occur to persons or property during the performance of the work under this agreement and these specifications, by reason of the negligence or carelessness of himself, his agents, his employees or his subcontractor's employees and agents.
- D) Should any other contractor or subcontractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain any damage through any act or omission of the contractor hereunder or through any act or omission of any subcontractor of contractor, contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the City harmless from all such claims.
- E) This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.

UTILITIES

The following utility companies and municipalities are known to have facilities within or in the close proximity to the project limits:

- Ameren Illinois Electric / Natural Gas

- | | |
|--|------------------|
| • City of O'Fallon | Water |
| • AT&T | Telephone |
| • Charter Communications | Cable Television |
| • Caseyville Township Wastewater Treatment | Sanitary |

Underground facilities, structures and utilities have been located from available surveys and records. Their locations must be considered to be approximate only. It is possible there may be others, the existence of which is not presently known or shown. It is the Contractor's responsibility to determine their existence and exact location and to avoid damage thereto.

The adjustments of the various facilities within the right of way limits of construction will be performed by others. The working schedules for the adjustments are listed in the STATUS OF UTILITIES TO BE ADJUSTED included in these special provisions.

It is understood and agreed that the Contractor has taken the foregoing into consideration in submitting his bid, and no additional compensation will be allowed for any delays or inconveniences caused by the same.

STATUS OF UTILITIES TO BE ADJUSTED

<u>Names & Addresses of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Completed</u>
Ameren Illinois 1050 West Boulevard Belleville, IL 62223	Electric / Natural Gas		To be determined
City of O'Fallon 255 South Lincoln O'Fallon, IL 62269	Water		To be determined
AT&T 203 Goethe Collinsville, IL 62234	Telephone		To be determined
Charter Communications 317 W. Main Street Belleville, IL 62220	Cable Television		To be determined
Caseyville Township Wastewater Treatment 909 South Main Street Caseyville, IL 62232	Sanitary		To be determined

COMBINATION CONCRETE CURB & GUTTER, TYPE M-4.18 (MODIFIED)

Description: This work shall consist of construction concrete curb and gutter in accordance with Section 606 of the Standard Specifications and Highway Standard 606001 except as modified by the details shown in the plans.

Method of Measurement: This work shall be measured for payment in place in accordance with Section 606 of the Standard Specifications.

Basis of Payment: The work, including all materials, equipment, and labor required to construct the curb will be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB & GUTTER, TYPE M-4.18 (MODIFIED).

INLET MODIFICATION

This work shall consist of modifying storm inlets in accordance with Section 602 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

This work shall consist of installing new storm sewer pipes into existing storm inlets and removing any existing pipe or other material from the inlet prior to the completion of proposed connection.

Basis of Payment: This work shall be paid for at the contract unit price each for INLET MODIFICATION, which price shall include the adjustment of any inlets, resetting the frame and grate or lid, removing and resetting the existing external chimney seal, and excavation and backfilling.

JOINT UTILITY INFORMATION FOR EXCAVATORS (J.U.L.I.E.)

This work shall be done in accordance with Article 107.31 of the Standard Specifications, except as herein modified.

Because a minimum of 48 hours advance notice is required for notification to utilities, the Contractor will be required to give the Engineer 96 hours notice, in writing, for a specific area prior to beginning any excavation.

Locations of proposed sign posts, guardrail, sign, light or signal foundations, etc., shall be staked and then notice provided as above.

If any of the location markers placed by a utility company in conformance with this procedure are destroyed by Contractor operations, the Contractor shall immediately notify the utility owner and bear the cost of remarking the facilities at his own expense. Compliance with this special provision shall be considered incidental to the contract and no additional compensation will be allowed for any cost incurred.

COUNTY: St. Clair
TOWNSHIP: Caseyville
SECTION: Section 34 of T. 2 N., R. 8 W the 3rd P. M.

REMOVE PRECAST REINFORCE CONCRETE FLARED END SECTIONS

This work consists of removing the existing flared end section, including the existing grate at the location as shown on the plans. This shall become the property of the Contractor.

Basis of Payment: This work shall be paid for at the contract unit price per each for REMOVE FLARED END SECTIONS.

SANITARY MANHOLES TO BE ADJUSTED

This work shall consist of adjusting sanitary manholes in accordance with Section 602 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

This work shall consist of adjusting sanitary manholes.

Caseyville Township Wastewater Treatment System shall be given a minimum of 24 hours notice at either (618) 632-2414 or at admin@ctwastewater.org such that an inspector can be onsite during such work.

Basis of Payment: This work shall be paid for at the contract unit price each for SANITARY MAHOLES TO BE ADJUSTED, which price shall include the adjustment of any manholes, resetting the frame and grate or lid, removing and resetting the existing external chimney seal, and excavation and backfilling.

SINGLE CURB INLET

This work shall consist of constructing a special inlet in accordance with Section 602 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for SINGLE CURB INLET, which price shall include all materials (concrete, reinforcement, frames, lids, etc.), labor and equipment necessary to construct to the lines and grades shown within the plans.

DOUBLE CURB INLET

This work shall consist of constructing a special inlet in accordance with Section 602 of the Standard Specifications, the details in the plans, and the following additions or exceptions.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for DOUBLE CURB INLET, which price shall include all materials (concrete, reinforcement, frames, lids, etc.), labor and equipment necessary to construct to the lines and grades shown within the plans.

TRAFFIC CONTROL AND PROTECTION BLR 22

This work shall be in accordance with Section 701 of the Standard Specifications and shall include all material, equipment, and labor necessary to install the traffic control items as shown on the Highway Standard BLR 22 and as shown and described in the plans and specifications.

This work item will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION, STANDARD BLR 22.

TRAFFIC CONTROL PLAN

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following

Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

STANDARDS:

- BLR 22 – TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION ON RURAL LOCAL HIGHWAYS (TWO-LANE TWO WAY RURAL TRAFFIC) (ROAD CLOSED TO THRU TRAFFIC)

DETAILS:

- TRAFFIC CONTROL PLAN

SPECIAL PROVISIONS:

- TRAFFIC CONTROL AND PROTECTION BLR 22

TRENCH BACKFILL

This item for storm sewers shall be constructed in accordance with Section 208 of the “Standard Specifications for Road and Bridge Construction,” except as modified herein:

Article 208.02 “Materials” shall be changed to required the use of Coarse aggregate as specified in Article 1004.05 of the “Standard Specifications for Road and Bridge Construction,” and that the coarse aggregate gradation shall be CA11. Fine aggregate will not be allowed.

Trench backfill material shall be compacted in accordance with Method 1, as specified in Article 440.07 of the “Standard Specifications for Road and Bridge Construction”.

This work shall be included in the contract unit price per class/type/size of either PIPE CULVERTS or STORM SEWERS specified.

PROJECT LABOR AGREEMENT

The following pages contain a Project Labor Agreement adopted by the City of Fairview Heights along with the corresponding legislation. Please pay particular attention to the letter appearing behind the Agreement Resolution.

Please sign the Agreement and **RETURN WITH BID.**

TESTING

The City of Fairview Heights will be responsible for all testing associated with this contract.

"EXHIBIT A"

**CITY OF FAIRVIEW HEIGHTS, ILLINOIS
PROJECT LABOR AGREEMENT**

As adopted on November 10, 2004 by the
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this _____ day of _____, 2015 by and between
Hank 's Ex & Landscaping, Inc. and the Southwestern Illinois Building Trades Council (SIBTC)
for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for
this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to
work performed by the Employer and its Contractors and Subcontractors on Construction known as
the Perrin Road

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical
definition of new construction work under the direction of and performed by the Contractor(s), of
whatever tier, which may include the Project Contractor, who have contracts awarded for such work
on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: Perrin Road

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who
have been awarded contracts for work covered by this Agreement, to accept and be bound by the
terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A)
prior to commencing work. The Project Contractor shall assure compliance with this Agreement by
the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall
supersede and override terms and conditions of any and all other national, area, or local collective
bargaining agreements, (including all vertical agreements), except for all work performed under the
NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower
Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements
and amendments thereto of the Signatory Union Affiliates and the applicable employers association,
if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there
has previously been no such bargaining relationship, the contractor or subcontractor shall sign and
be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in
the required pre-job conference. Such agreements are incorporated herein by reference. In order
to comply with the requirements of the various fringe benefit funds to which the Contractor is to
contribute, the Contractor shall sign such participation agreements as are necessary and will honor
the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the
Signatory Union Affiliate.

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1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to _____ (Owner), and nothing contained herein shall be construed to prohibit or restrict _____ (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate

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unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

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4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI-MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

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7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

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10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

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Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

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ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify _____ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.

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- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

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ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: 4/18/16


(Contractor Representative) Henry H. Rohwedder, President

Hank's Excavating & Landscaping, Inc.

(Firm's Name)

5825 West State Route 161

(Firm's Address)

Belleville, IL 62223

618-398-5556

(Phone Number)

Date: _____

Dale Stewart, Exec. Sec.-Treas.
Southwestern Illinois Building &
Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234

Saint Clair County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN		BLD		29.800	30.300	1.5	1.5	2.0	6.650	11.15	0.000	0.800	
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000	
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400	
BRICK MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800	
CARPENTER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
CEMENT MASON		ALL		32.000	33.000	1.5	1.5	2.0	9.750	12.75	0.000	0.200	
CERAMIC TILE FNShER		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580	
ELECTRIC PWR EQMT OP		ALL		39.670	47.820	1.5	1.5	2.0	6.950	11.12	0.000	0.400	
ELECTRIC PWR GRNDMAN		ALL		29.620	47.820	1.5	1.5	2.0	5.190	8.300	0.000	0.290	
ELECTRIC PWR LINEMAN		ALL		45.610	47.820	1.5	1.5	2.0	7.990	12.78	0.000	0.450	
ELECTRIC PWR TRK DRV		ALL		32.380	47.820	1.5	1.5	2.0	5.670	9.080	0.000	0.320	
ELECTRICIAN		ALL		38.450	40.760	1.5	1.5	2.0	7.990	9.720	0.000	0.960	
ELECTRONIC SYS TECH		BLD		32.150	34.150	1.5	1.5	2.0	3.650	8.210	0.000	0.400	
ELEVATOR CONSTRUCTOR		BLD		45.090	50.730	2.0	2.0	2.0	13.57	14.21	3.610	0.600	
FLOOR LAYER		BLD		31.080	31.830	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
GLAZIER		BLD		32.780	0.000	2.0	2.0	2.0	9.020	10.80	2.630	0.310	
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550	
IRON WORKER		ALL		31.500	33.500	1.5	1.5	2.0	8.610	14.45	0.000	0.420	
LABORER	N	ALL		29.900	30.900	1.5	1.5	2.0	7.100	11.40	0.000	0.800	
LABORER	S	ALL		27.920	28.920	1.5	1.5	2.0	6.350	14.13	0.000	0.800	
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS		BLD		27.480	0.000	1.5	1.5	2.0	6.450	5.700	0.000	0.580	
MARBLE MASON		BLD		32.000	33.920	1.5	1.5	2.0	8.100	10.92	0.000	0.800	
MILLWRIGHT		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
OPERATING ENGINEER		BLD 1		34.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 2		33.570	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 3		29.090	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 4		29.150	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 5		28.820	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 6		36.250	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 7		36.550	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 8		36.830	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		BLD 9		35.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000	
OPERATING ENGINEER		HWY 1		33.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 2		32.570	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 3		28.090	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 4		28.150	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 5		27.820	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 6		35.250	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 7		35.550	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 8		35.830	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
OPERATING ENGINEER		HWY 9		34.700	36.700	1.5	1.5	2.0	11.00	17.35	0.000	1.000	
PAINTER		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650	
PAINTER		HWY		31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650	
PAINTER OVER 30FT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650	
PAINTER PWR EQMT		BLD		31.250	32.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650	
PAINTER PWR EQMT		HWY		32.450	33.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650	
PILEDRIIVER		ALL		36.340	37.840	1.5	1.5	2.0	6.800	8.250	0.000	0.400	
PIPEFITTER		NW BLD		37.250	39.250	1.5	1.5	2.0	6.740	8.000	0.000	0.750	
PIPEFITTER		SE BLD		37.000	39.500	1.5	1.5	2.0	8.550	5.700	0.000	0.580	
PLASTERER		BLD		30.590	31.000	1.5	1.5	2.0	9.750	9.150	0.000	0.050	
PLUMBER		NW BLD		37.750	40.250	1.5	1.5	2.0	6.750	6.850	0.000	0.550	
PLUMBER		SE BLD		37.000	39.500	1.5	1.5	2.0	8.550	5.700	0.000	0.580	
ROOFER		BLD		30.700	32.700	1.5	1.5	2.0	8.900	7.450	0.000	0.290	
SHEETMETAL WORKER		ALL		32.650	34.150	1.5	1.5	2.0	8.630	7.670	1.970	0.360	
SPRINKLER FITTER		BLD		40.030	43.030	2.0	2.0	2.0	8.370	11.18	0.000	1.250	
SURVEY WORKER			-->NOT IN EFFECT N	ALL	29.300	29.800	1.5	1.5	2.0	6.050	10.60	0.000	0.800
SURVEY WORKER			-->NOT IN EFFECT S	ALL	27.620	28.120	1.5	1.5	2.0	5.750	12.58	0.000	0.800
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	6.450	4.370	0.000	0.420	
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	6.450	5.870	0.000	0.450	
TRUCK DRIVER		ALL 1		34.220	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	
TRUCK DRIVER		ALL 2		34.690	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	
TRUCK DRIVER		ALL 3		34.950	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	
TRUCK DRIVER		ALL 4		35.240	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250	

TRUCK DRIVER	ALL	5	36,170	37,870	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	1	27,380	30,300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	2	27,750	30,300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	3	27,960	30,300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	4	28,190	30,300	1.5	1.5	2.0	11.40	5.640	0.000	0.250
TRUCK DRIVER	O&C	5	28,940	30,300	1.5	1.5	2.0	11.40	5.640	0.000	0.250

Legend:

- RG (Region)
- TRP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-P>8 (OT required for any hour greater than 8 worked each day, Mon through Fri)
- OSA (Overtime (OT), is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

ST. CLAIR COUNTY

LABORERS (NORTH) - The area bounded by Route 159 to a point south of Fairview Heights and west-southwest to Route 3 at Monroe County line.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county bordered by Rt. 50 on the North and West including Belleville.

PLUMBERS (NORTHWEST) - Towns of Aloraton, Brooklyn, Cahokia, Caseyville, Centreville, Dupo, East Carondelet, E. St. Louis, Fairview Heights, French Village, National City, O'Fallon, Sauget, and Washington Park.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the

classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Showels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceclators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (One), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-12) (Revised 1-1-15)

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CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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BDE SPECIAL PROVISIONS
For the April 22 and June 10, 2016 Lettings

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

File Name	#		Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	2	<input checked="" type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	<input type="checkbox"/>	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input checked="" type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	5	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
50261	6	<input type="checkbox"/>	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	7	<input type="checkbox"/>	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	8	<input type="checkbox"/>	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	9	<input type="checkbox"/>	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	10	<input checked="" type="checkbox"/>	Coarse Aggregate Quality	July 1, 2015	
80198	11	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
80199	12	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	<input type="checkbox"/>	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
* 80311	14	<input checked="" type="checkbox"/>	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
* 80277	15	<input checked="" type="checkbox"/>	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	16	<input checked="" type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
* 80029	17	<input checked="" type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
* 80363	18	<input checked="" type="checkbox"/>	Engineer's Field Office	April 1, 2016	
80358	19	<input type="checkbox"/>	Equal Employment Opportunity	April 1, 2015	
* 80364	20	<input checked="" type="checkbox"/>	Errata for the 2016 Standard Specifications	April 1, 2016	
80229	21	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	22	<input type="checkbox"/>	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
* 80246	23	<input checked="" type="checkbox"/>	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347	24	<input checked="" type="checkbox"/>	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80336	25	<input checked="" type="checkbox"/>	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80045	26	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80342	27	<input checked="" type="checkbox"/>	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
80165	28	<input type="checkbox"/>	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80361	29	<input checked="" type="checkbox"/>	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
* 80349	30	<input checked="" type="checkbox"/>	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80298	31	<input checked="" type="checkbox"/>	Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
* 80365	32	<input checked="" type="checkbox"/>	Pedestrian Push-Button	April 1, 2016	
* 80359	33	<input checked="" type="checkbox"/>	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	April 1, 2016
* 80353	34	<input checked="" type="checkbox"/>	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016
* 80338	35	<input checked="" type="checkbox"/>	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
* 80300	36	<input checked="" type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	37	<input checked="" type="checkbox"/>	Progress Payments	Nov. 2, 2013	
34261	38	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	39	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	40	<input checked="" type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
* 80340	41	<input checked="" type="checkbox"/>	Speed Display Trailer	April 2, 2014	April 1, 2016
80127	42	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	43	<input type="checkbox"/>	Steel Slag in Trench Backfill	Jan. 1, 2016	
* 80317	44	<input checked="" type="checkbox"/>	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80355	45	<input type="checkbox"/> Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	46	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	
80318	47	<input type="checkbox"/> Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80288	48	<input checked="" type="checkbox"/> Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	49	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	50	<input type="checkbox"/> Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	51	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Article 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coilable Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April 1, 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan. 1, 2010	
80352	Pavement Striping - Symbols	Article 780.14	Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80357	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: July 1, 2015

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).

- D = Depth of the HMA mixture, in. (mm).
- G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
- V = Volume of the bituminous material, gal (L).
- SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature: _____ **Date:** _____

80173

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

“(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}
Los Angeles Abrasion, ITP 96 ^{11/} , % Loss max.	40 ^{3/}	40 ^{4/}	40 ^{5/}	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---
Oil-Stained Aggregate ^{10/} , % max	5.0	---	---	---

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.”

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

- “(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2014

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. “Homogeneous Surface”).

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

- (2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		$\pm 5 \%$
1/2 in. (12.5 mm)	$\pm 8 \%$	$\pm 15 \%$
No. 4 (4.75 mm)	$\pm 6 \%$	$\pm 13 \%$
No. 8 (2.36 mm)	$\pm 5 \%$	
No. 16 (1.18 mm)		$\pm 15 \%$
No. 30 (600 μm)	$\pm 5 \%$	
No. 200 (75 μm)	$\pm 2.0 \%$	$\pm 4.0 \%$
Asphalt Binder	$\pm 0.4 \%$ ^{1/}	$\pm 0.5 \%$
G_{mm}	± 0.03	

1/ The tolerance for FRAP shall be $\pm 0.3 \%$.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the

RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMRP Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.

- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/, 2/}	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given N design.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/, 2/}	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/, 4/}
30	50	40	10

50	40	35	10
70	40	30	10
90	40	30	10
105	40	30	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.

- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 100 working days.

80071

EROSION & SEDIMENT CONTROL ITEMS	EX	PR
Cleaning & Grading Limits		
Dike		
Erosion Control Fence		
Perimeter Erosion Barrier		
Temporary Fence		
Ditch Check Temporary		
Ditch Check Permanent		
Inlet & Pipe Protection		
Sediment Basin		
Erosion Control Blanket		
Fabric Formed Concrete Revetment Mat		
Turf Reinforcement Mat		
Mulch Temporary		
Mulch Method 1		
Mulch Method 2 Stabilized		
Mulch Method 3 Hydraulic		

NON-HIGHWAY IMPROVEMENT ITEMS	EX	PR
Noise Att'n./Levee		
Field Line		
Fence		
Base of Levee		
Mailbox		
Multiple Mailboxes		
Pay Telephone		
Advertising Sign		

LANDSCAPING ITEMS	EX	PR
Contour Mounding Line		
Fence		
Fence Post		
Shrubs		
Mowline		
Perennial Plants		
Seeding Class 2		
Seeding Class 2A		
Seeding Class 4		
Seeding Class 4 & 5 Combined		

EXISTING LANDSCAPING ITEMS (cont'd)	EX	PR
Seeding Class 5		
Seeding Class 7		
Seedlings Type 1		
Seedlings Type 2		
Sodding		
Mowstake w/Sign		
Tree Trunk Protection		
Evergreen Tree		
Shade Tree		

LIGHTING	EX	PR
Duct		
Conduit		
Electrical Aerial Cable		
Electrical Buried Cable		
Controller		
Underpass Luminaire		
Power Pole		

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS

STANDARD 000001-06

FOR THE USE OF THE USER OF THIS STANDARD

FOR THE USE OF THE USER OF THIS STANDARD

FOR THE USE OF THE USER OF THIS STANDARD

**LIGHTING
(contd.)**

Pull Point

Handhole

Heavy Duty Handhole

Junction Box

Light Unit Comb.

Electrical Ground

Traffic Flow Arrow

High Mast Pole
(Half Size)

Light Unit-1

EX



PR



PAVEMENT (MISC.)

Keyed Long Joint

Keyed Long Joint w/Tie Bars

Sowed Long Joint w/Tie Bars

Bituminous Shoulder

Bituminous Taper

Stabilized Driveway

Widening

EX



PAVEMENT MARKINGS

Bike Lane Symbol

Bike Lane Text

Handicap Symbol

RR Crossing

Raised Marker Amber 1 Way

Raised Marker Amber 2 Way

Raised Marker Crystal 1 Way

Two Way Turn Left

Shoulder Diag. Pattern

Skip-Dash White

Skip-Dash Yellow

Stop Line

Solid Line

Double Centerline

Dotted Lines

CL 2Ln 2Way
RRPM 12.2 m (40') o.c.

CL 2Ln 2Way
RRPM 80' (24.4 m) o.c.

CL Multilane Div.
RRPM 40' (12.2 m) o.c.

CL Multilane Div.
RRPM 80' (24.4 m) o.c.

CL Multilane Div. Dbl.
RRPM 80' (24.4 m) o.c.

CL Multilane Undiv.

Two Way Turn Left Line

EX

PR



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

STANDARD 000001-06

PAVEMENT MARKINGS
(contd.)

EX

PR

Urban Combination Left



Urban Combination Right



Urban Left Turn Arrow



Urban Right Turn Arrow



Urban Left Turn Only



Urban Right Turn Only



Urban Thru Only



Urban U-Turn



Urban Combined U-Turn



Rural Combination Left



Rural Combination Right



Rural Left Turn Arrow



Rural Right Turn Arrow



Rural Left Turn Only



Rural Right Turn Only



Rural Thru Only



ONLY ONLY ONLY

ONLY ONLY ONLY

RAILROAD ITEMS

EX

PR

Abandoned Railroad



Railroad



Railroad Point



Control Box



Crossing Gate



Flashing Signal



Railroad Cont. Mast Arm



Crossbuck



REMOVAL ITEMS

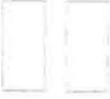
EX

PR

Removal Tic



Bituminous Removal



Hatch Pattern



Tree Removal Single



RIGHT OF WAY ITEMS

EX

PR

Future ROW Corner Monument



ROW Marker



ROW Line



Easement



Temporary Easement



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

STANDARD 000001-06

UNIVERSITY OF MISSISSIPPI
STATE COLLEGE OF FORESTRY
MISSISSIPPI STATE UNIVERSITY
STATE COLLEGE OF FORESTRY
MISSISSIPPI STATE UNIVERSITY

SIGNING ITEMS (contd.)	EX	PR	STRUCTURES ITEMS	EX	PR	TRAFFIC SHEET ITEMS	EX	PR
One Way Arrow Lrg. W1-6-10) (Half Size)			Box Culvert Barrel			Cable Number		
Two Way Arrow Large W1-7-10) (Half Size)			Box Culvert Headwall			Left Turn Green		
Detour M4-10L-10) (Half Size)			Bridge Pier			Left Turn Yellow		
Detour M4-10R-10) (Half Size)			Bridge			Signal Backplate		
One Way Left R6-1L (Half Size)			Retaining Wall			Signal Section 8" (200 mm)		
One Way Right R6-1R (Half Size)			Temporary Sheet Piling			Signal Section 12" (300 mm)		
Left Turn Lane R3-1100L (Half Size)						Walk/Don't Walk Letters		
Keep Left R4-7AL (Half Size)						Walk/Don't Walk Symbols		
Keep Left R4-7BL (Half Size)								
Keep Right R4-7AR (Half Size)								
Keep Right R4-7BR (Half Size)								
Stop Here On Red R10-6-AL (Half Size)								
Stop Here On Red R10-6-AR (Half Size)								
No Left Turn R3-2 (Half Size)								
No Right Turn R3-1 (Half Size)								
Road Closed R11-2 (Half Size)								
Road Closed Thru Traffic R11-2 (Half Size)								

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

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<u>TRAFFIC SIGNAL ITEMS</u> (contd.)	<u>EX</u>	<u>PR</u>	<u>UNDERGROUND UTILITY ITEMS</u>	<u>EX</u>	<u>PR</u>	<u>ABANDONED</u>	<u>UTILITY ITEMS</u> (contd.)	<u>EX</u>	<u>PR</u>
Detector Raceway			Cable TV				Traffic Signal		
Aluminum Mast Arm			Electric Cable				Traffic Signal Control Box		
Steel Mast Arm			Fiber Optic				Water Meter		
Veh. Detector Magnetic			Gas Pipe				Water Meter Valve Box		
Conduit Splice			Oil Pipe				Profile Line		
Controller			Sanitary Sewer				Aerial Power Line		
Curbbox Junction			Telephone Cable				<u>VEGETATION ITEMS</u>	<u>EX</u>	<u>PR</u>
Wood Pole			Water Pipe				Deciduous Tree		
Temp. Signal Head			<u>UTILITIES ITEMS</u>	<u>EX</u>	<u>PR</u>	<u>PR</u>	Bush or Shrub		
Handhole			Controller				Evergreen Tree		
Double Handhole			Double Handhole				Stump		
Heavy Duty Handhole			Fire Hydrant				Orchard/Nursery Line		
Junction Box			Guy/Wire or Deadman Anchor				Vegetation Line		
Ped. Pushbutton Detector			Handhole				Woods & Bush Line		
Ped. Signal Head			Heavy Duty Handhole				<u>WATER FEATURE ITEMS</u>	<u>EX</u>	<u>PR</u>
Power Pole Service			Junction Box				Stream or Drainage Ditch		
Priority Veh. Detector			Light Pole				Waters Edge		
Signal Head			Mannhole				Water Surface Indicator		
Signal Head w/Backplate			Pipeline Warning Sign				Water Point		
Signal Post			Power Pole				Disappearing Ditch		
Closed Circuit TV			Power Pole with Light				Marsh		
Video Detector System			Sanitary Sewer Cleanout				Marsh/Swamp Boundary		
			Splice Box Above Ground						
			Telephone Splice Box Above Ground						
			Telephone Pole						

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**

Sheet 6 of 6

STANDARD 000001-06

REINFORCEMENT BARS - ENGLISH (METRIC)

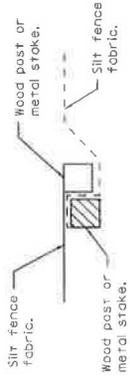
Bar Size English (Metric)	Dia. In. (mm)	Cross- Sectional Area sq. in. (sq. mm)	Weight lbs./ft. (kg/m)	AREA OF STEEL PER FOOT (METER), sq. in. (sq. mm)												
				4 (100)	4 1/2 (115)	5 (125)	5 1/2 (140)	6 (150)	6 1/2 (165)	7 (175)	7 1/2 (190)	8 (200)	8 1/2 (215)	9 (225)	10 (250)	11 (275)
3 (10)	0.375 (9.5)	0.110 (4.1)	0.376 (0.560)	0.330 (710)	0.293 (617)	0.264 (568)	0.240 (507)	0.220 (473)	0.203 (430)	0.189 (406)	0.176 (374)	0.165 (355)	0.155 (330)	0.147 (316)	0.132 (284)	0.110 (237)
4 (13)	0.500 (12.7)	0.196 (12.9)	0.666 (1.044)	0.588 (1250)	0.523 (1122)	0.470 (1032)	0.428 (921)	0.392 (860)	0.362 (792)	0.336 (731)	0.314 (679)	0.294 (645)	0.277 (600)	0.261 (573)	0.235 (516)	0.196 (430)
5 (16)	0.625 (15.9)	0.307 (19.9)	1.043 (1.552)	0.921 (1950)	0.819 (1730)	0.737 (1592)	0.670 (1421)	0.614 (1327)	0.567 (1206)	0.526 (1137)	0.491 (1047)	0.461 (995)	0.433 (926)	0.409 (884)	0.368 (796)	0.307 (663)
6 (19)	0.750 (19.1)	0.442 (28.4)	1.502 (2.235)	1.326 (2940)	1.179 (2470)	1.061 (2272)	0.964 (2029)	0.884 (1893)	0.816 (1721)	0.758 (1623)	0.707 (1495)	0.663 (1420)	0.624 (1321)	0.589 (1262)	0.530 (1136)	0.442 (947)
7 (22)	0.875 (22.2)	0.601 (38.7)	2.044 (3.042)	1.803 (3970)	1.603 (3365)	1.442 (3096)	1.311 (2764)	1.202 (2560)	1.110 (2345)	1.030 (2211)	0.952 (2037)	0.902 (1935)	0.848 (1800)	0.801 (1720)	0.721 (1546)	0.601 (1250)
8 (25)	1.000 (25.4)	0.785 (51.0)	2.670 (3.973)	2.355 (5100)	2.093 (4435)	1.884 (4080)	1.713 (3543)	1.570 (3400)	1.449 (3091)	1.346 (2914)	1.256 (2684)	1.178 (2550)	1.108 (2372)	1.047 (2267)	0.942 (2040)	0.785 (1700)
9 (29)	1.128 (28.7)	1.000 (64.5)	3.400 (5.060)	3.000 (6450)	2.667 (5609)	2.400 (5160)	2.182 (4607)	2.000 (4300)	1.846 (3909)	1.714 (3686)	1.600 (3395)	1.500 (3225)	1.412 (3000)	1.333 (2867)	1.200 (2580)	1.000 (2150)
10 (32)	1.270 (32.3)	1.267 (81.9)	4.303 (6.404)	3.801 (8150)	3.379 (7122)	3.041 (6552)	2.764 (5950)	2.534 (5464)	2.339 (4954)	2.172 (4680)	2.027 (4311)	1.901 (4095)	1.789 (3890)	1.689 (3640)	1.520 (3276)	1.267 (2730)
11 (36)	1.410 (35.8)	1.561 (100.6)	5.313 (7.907)	4.683 (10050)	4.163 (8748)	3.746 (8048)	3.406 (7186)	3.122 (6707)	2.882 (6097)	2.676 (5749)	2.498 (5295)	2.342 (5010)	2.204 (4679)	2.081 (4471)	1.873 (4024)	1.561 (3353)

REVISIONS

DATE	REVISIONS
11-1-88	Switched units to English (Metric)
11-1-87	Revised metric values
	Switched units to English
	Revised metric values

AREAS OF REINFORCEMENT BARS

STANDARD 001001-02



Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

STEP 1

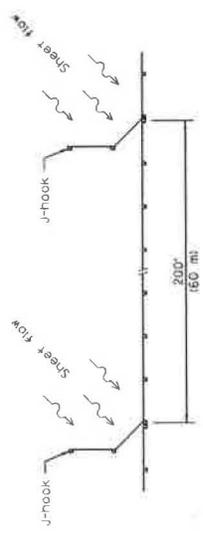


Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

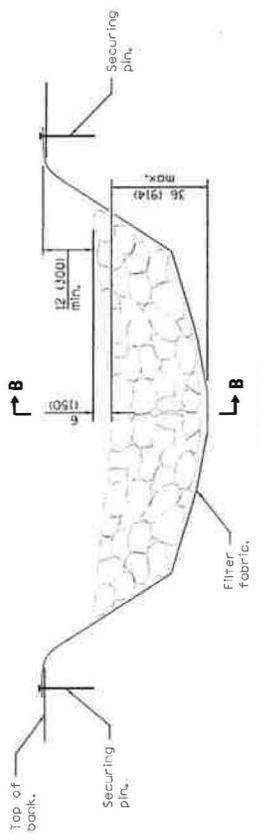
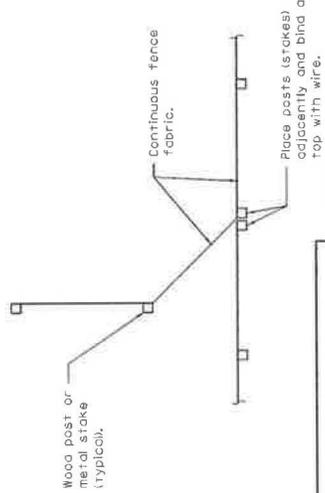
STEP 2

ATTACHING TWO SILT FILTER FENCES

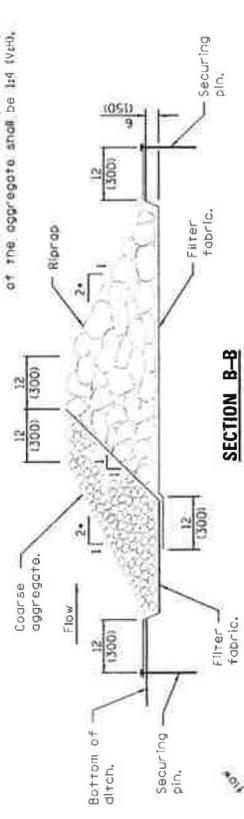
(NOT applicable for J-hooks)



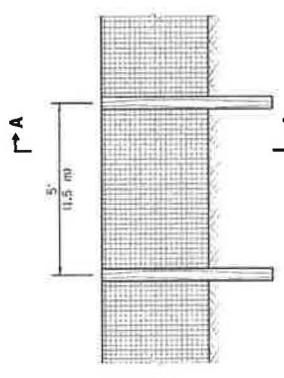
SILT FILTER J-HOOK PLACEMENT



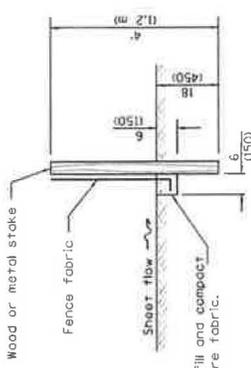
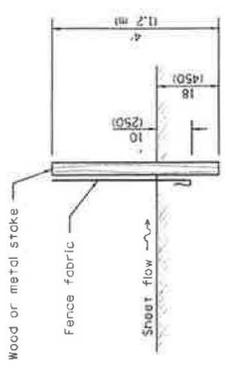
When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (4%).



AGGREGATE DITCH CHECK



SILT FILTER FENCE AS A PERIMETER EROSION BARRIER



SECTION A-A

GENERAL NOTES

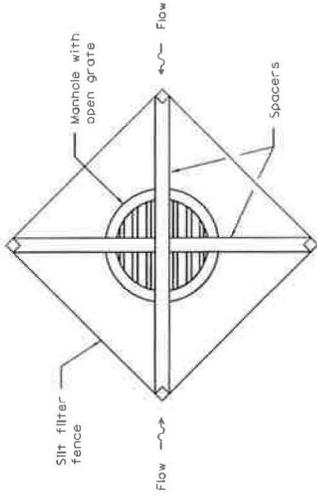
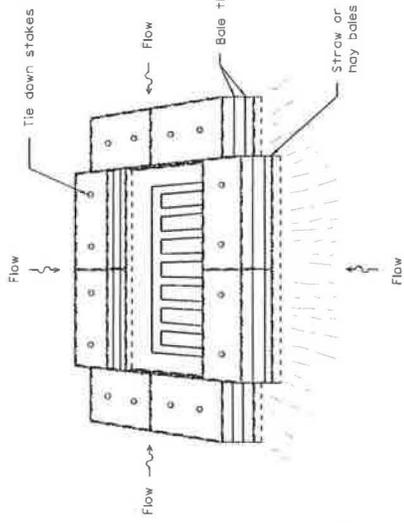
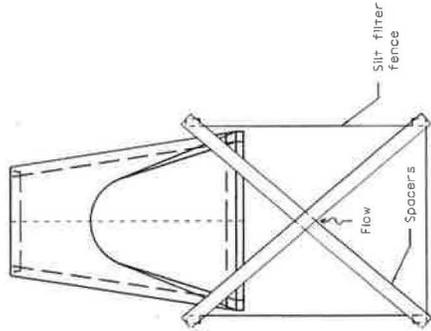
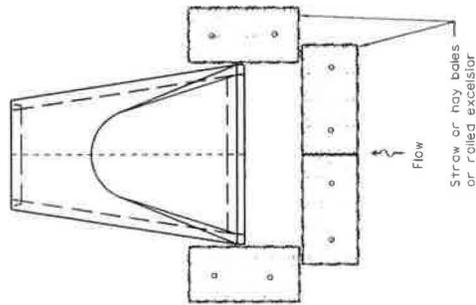
The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown.

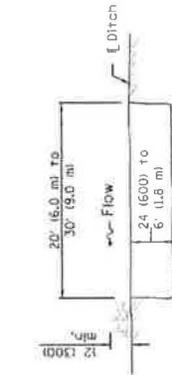
TEMPORARY EROSION CONTROL SYSTEMS

DATE	REVISIONS
11.15	CORRECTED DIMENSIONS FOR EROSION CONTROL SYSTEM
11.11	BASIN ELEVATION
11.11	IMPROVED DIMENSIONS AND DETAILS FOR SECTION A-A
	FOR SECTION A-A

STANDARD 280001-07

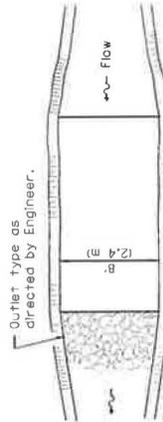


INLET AND PIPE PROTECTION



The performance of the basin will improve if put into a series.

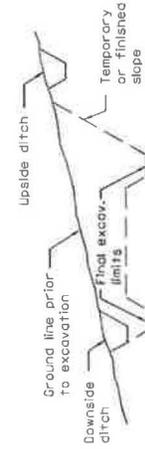
ELEVATION



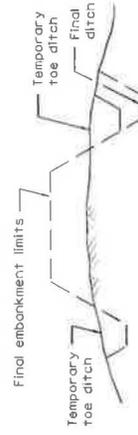
The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN

SEDIMENT BASIN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

TEMPORARY DITCHES FOR CUT & FILL SECTIONS

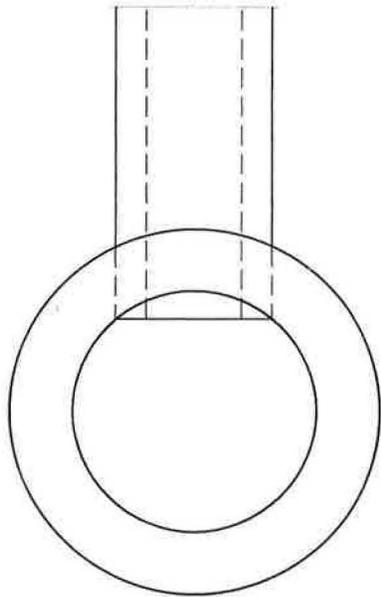
TEMPORARY EROSION CONTROL SYSTEMS

Project 1

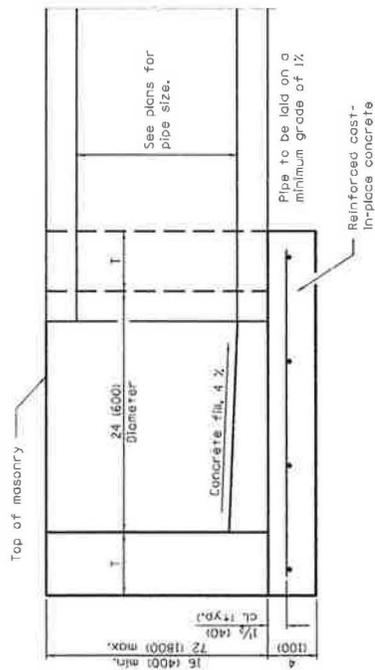
STANDARD 280001-07



PIPE DIA.	APPROX. QTY. REIN. WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	2	4 (102)	24 (610)	4'-0 1/2" (1,241 mm)	6'-0 3/4" (1,851 mm)	24 (610)	2 (51)	9 (229)	1:2.4
15 (375)	2 1/2	6 (152)	27 (686)	3'-10" (1,168 mm)	6'-1" (1,854 mm)	30 (762)	2 1/4 (57)	11 (280)	1:2.4
18 (450)	3	9 (229)	33 (841)	3'-10" (1,168 mm)	6'-1" (1,854 mm)	36 (914)	3 (76)	12 (305)	1:2.4
21 (525)	3 1/2	12 (305)	39 (991)	3'-6" (1,067 mm)	6'-1" (1,854 mm)	38 (965)	3 1/2 (89)	13 (330)	1:2.4
24 (600)	4	15 (381)	45 (1,143)	3'-7 1/2" (1,105 mm)	6'-1 1/2" (1,867 mm)	40 (1,016)	4 (102)	14 (356)	1:2.5
27 (675)	4 1/2	18 (457)	51 (1,295)	4'-0" (1,219 mm)	6'-1 1/2" (1,867 mm)	42 (1,067)	4 1/2 (114)	15 (381)	1:2.4
30 (750)	5	21 (533)	57 (1,447)	4'-6" (1,371 mm)	6'-1 1/2" (1,867 mm)	44 (1,118)	5 (127)	16 (406)	1:2.5
33 (825)	5 1/2	24 (610)	63 (1,600)	4'-6" (1,371 mm)	6'-1 1/2" (1,867 mm)	46 (1,169)	5 1/2 (139)	17 (432)	1:2.5
36 (900)	6	27 (686)	69 (1,752)	5'-3" (1,600 mm)	6'-1 1/2" (1,867 mm)	48 (1,219)	6 (152)	18 (457)	1:2.5
42 (1050)	7	33 (841)	81 (2,057)	5'-3" (1,600 mm)	6'-1 1/2" (1,867 mm)	50 (1,270)	7 (178)	20 (508)	1:2.5
48 (1200)	8	39 (991)	93 (2,362)	6'-0" (1,829 mm)	6'-1 1/2" (1,867 mm)	52 (1,321)	8 (203)	22 (559)	1:2.5
54 (1350)	9	45 (1,143)	105 (2,667)	6'-0" (1,829 mm)	6'-1 1/2" (1,867 mm)	54 (1,372)	9 (229)	24 (610)	1:2.0
60 (1500)	10	51 (1,295)	120 (3,048)	6'-0" (1,829 mm)	6'-1 1/2" (1,867 mm)	56 (1,419)	10 (254)	26 (660)	1:1.9
66 (1650)	11	57 (1,447)	135 (3,429)	6'-0" (1,829 mm)	6'-1 1/2" (1,867 mm)	58 (1,470)	11 (279)	28 (711)	1:1.7
72 (1800)	12	63 (1,600)	150 (3,810)	6'-6" (1,981 mm)	6'-1 1/2" (1,867 mm)	60 (1,524)	12 (305)	30 (762)	1:1.8
78 (1950)	13	69 (1,752)	165 (4,191)	6'-6" (1,981 mm)	6'-1 1/2" (1,867 mm)	62 (1,575)	13 (330)	32 (813)	1:1.8
84 (2100)	14	75 (1,903)	180 (4,572)	7'-0" (2,134 mm)	6'-1 1/2" (1,867 mm)	64 (1,626)	14 (356)	34 (864)	1:1.6
90 (2250)	15	81 (2,055)	195 (4,953)	7'-0" (2,134 mm)	6'-1 1/2" (1,867 mm)	66 (1,677)	15 (381)	36 (914)	1:1.6
96 (2400)	16	87 (2,207)	210 (5,334)	7'-0" (2,134 mm)	6'-1 1/2" (1,867 mm)	68 (1,728)	16 (406)	38 (965)	1:1.6
102 (2550)	17	93 (2,359)	225 (5,715)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	70 (1,779)	17 (432)	40 (1,016)	1:1.6
108 (2700)	18	99 (2,511)	240 (6,096)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	72 (1,830)	18 (457)	42 (1,067)	1:1.6
114 (2850)	19	105 (2,663)	255 (6,477)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	74 (1,881)	19 (482)	44 (1,118)	1:1.6
120 (3000)	20	111 (2,815)	270 (6,858)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	76 (1,932)	20 (508)	46 (1,169)	1:1.6
126 (3150)	21	117 (2,967)	285 (7,239)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	78 (1,983)	21 (533)	48 (1,219)	1:1.6
132 (3300)	22	123 (3,119)	300 (7,620)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	80 (2,034)	22 (559)	50 (1,270)	1:1.6
138 (3450)	23	129 (3,271)	315 (7,999)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	82 (2,085)	23 (584)	52 (1,321)	1:1.6
144 (3600)	24	135 (3,423)	330 (8,380)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	84 (2,136)	24 (610)	54 (1,372)	1:1.6
150 (3750)	25	141 (3,575)	345 (8,761)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	86 (2,187)	25 (635)	56 (1,423)	1:1.6
156 (3900)	26	147 (3,727)	360 (9,142)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	88 (2,238)	26 (660)	58 (1,474)	1:1.6
162 (4050)	27	153 (3,879)	375 (9,523)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	90 (2,289)	27 (686)	60 (1,524)	1:1.6
168 (4200)	28	159 (4,031)	390 (9,904)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	92 (2,340)	28 (711)	62 (1,575)	1:1.6
174 (4350)	29	165 (4,183)	405 (10,285)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	94 (2,391)	29 (736)	64 (1,626)	1:1.6
180 (4500)	30	171 (4,335)	420 (10,666)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	96 (2,442)	30 (762)	66 (1,677)	1:1.6
186 (4650)	31	177 (4,487)	435 (11,047)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	98 (2,493)	31 (787)	68 (1,728)	1:1.6
192 (4800)	32	183 (4,639)	450 (11,428)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	100 (2,544)	32 (813)	70 (1,779)	1:1.6
198 (4950)	33	189 (4,791)	465 (11,809)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	102 (2,595)	33 (838)	72 (1,830)	1:1.6
204 (5100)	34	195 (4,943)	480 (12,190)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	104 (2,646)	34 (864)	74 (1,881)	1:1.6
210 (5250)	35	201 (5,095)	495 (12,571)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	106 (2,697)	35 (889)	76 (1,932)	1:1.6
216 (5400)	36	207 (5,247)	510 (12,952)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	108 (2,748)	36 (914)	78 (1,983)	1:1.6
222 (5550)	37	213 (5,399)	525 (13,333)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	110 (2,799)	37 (939)	80 (2,034)	1:1.6
228 (5700)	38	219 (5,551)	540 (13,714)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	112 (2,850)	38 (965)	82 (2,085)	1:1.6
234 (5850)	39	225 (5,703)	555 (14,095)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	114 (2,901)	39 (991)	84 (2,136)	1:1.6
240 (6000)	40	231 (5,855)	570 (14,476)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	116 (2,952)	40 (1,016)	86 (2,187)	1:1.6
246 (6150)	41	237 (6,007)	585 (14,857)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	118 (3,003)	41 (1,041)	88 (2,238)	1:1.6
252 (6300)	42	243 (6,159)	600 (15,238)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	120 (3,054)	42 (1,067)	90 (2,289)	1:1.6
258 (6450)	43	249 (6,311)	615 (15,619)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	122 (3,105)	43 (1,092)	92 (2,340)	1:1.6
264 (6600)	44	255 (6,463)	630 (16,000)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	124 (3,156)	44 (1,118)	94 (2,391)	1:1.6
270 (6750)	45	261 (6,615)	645 (16,381)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	126 (3,207)	45 (1,143)	96 (2,442)	1:1.6
276 (6900)	46	267 (6,767)	660 (16,762)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	128 (3,258)	46 (1,169)	98 (2,493)	1:1.6
282 (7050)	47	273 (6,919)	675 (17,143)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	130 (3,309)	47 (1,194)	100 (2,544)	1:1.6
288 (7200)	48	279 (7,071)	690 (17,524)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	132 (3,360)	48 (1,219)	102 (2,595)	1:1.6
294 (7350)	49	285 (7,223)	705 (17,905)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	134 (3,411)	49 (1,245)	104 (2,646)	1:1.6
300 (7500)	50	291 (7,375)	720 (18,286)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	136 (3,462)	50 (1,270)	106 (2,697)	1:1.6
306 (7650)	51	297 (7,527)	735 (18,667)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	138 (3,513)	51 (1,295)	108 (2,748)	1:1.6
312 (7800)	52	303 (7,679)	750 (19,048)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	140 (3,564)	52 (1,321)	110 (2,799)	1:1.6
318 (7950)	53	309 (7,831)	765 (19,429)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	142 (3,615)	53 (1,346)	112 (2,850)	1:1.6
324 (8100)	54	315 (7,983)	780 (19,810)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	144 (3,666)	54 (1,372)	114 (2,901)	1:1.6
330 (8250)	55	321 (8,135)	795 (20,191)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	146 (3,717)	55 (1,397)	116 (2,952)	1:1.6
336 (8400)	56	327 (8,287)	810 (20,572)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	148 (3,768)	56 (1,423)	118 (3,003)	1:1.6
342 (8550)	57	333 (8,439)	825 (20,953)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	150 (3,819)	57 (1,448)	120 (3,054)	1:1.6
348 (8700)	58	339 (8,591)	840 (21,334)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	152 (3,870)	58 (1,474)	122 (3,105)	1:1.6
354 (8850)	59	345 (8,743)	855 (21,715)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	154 (3,921)	59 (1,499)	124 (3,156)	1:1.6
360 (9000)	60	351 (8,895)	870 (22,096)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	156 (3,972)	60 (1,524)	126 (3,207)	1:1.6
366 (9150)	61	357 (9,047)	885 (22,477)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	158 (4,023)	61 (1,549)	128 (3,258)	1:1.6
372 (9300)	62	363 (9,199)	900 (22,858)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	160 (4,074)	62 (1,575)	130 (3,309)	1:1.6
378 (9450)	63	369 (9,351)	915 (23,239)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	162 (4,125)	63 (1,600)	132 (3,360)	1:1.6
384 (9600)	64	375 (9,503)	930 (23,620)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	164 (4,176)	64 (1,626)	134 (3,411)	1:1.6
390 (9750)	65	381 (9,655)	945 (24,001)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	166 (4,227)	65 (1,651)	136 (3,462)	1:1.6
396 (9900)	66	387 (9,807)	960 (24,382)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	168 (4,278)	66 (1,677)	138 (3,513)	1:1.6
402 (10050)	67	393 (9,959)	975 (24,763)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	170 (4,329)	67 (1,702)	140 (3,564)	1:1.6
408 (10200)	68	399 (10,111)	990 (25,144)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	172 (4,380)	68 (1,728)	142 (3,615)	1:1.6
414 (10350)	69	405 (10,263)	1005 (25,525)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	174 (4,431)	69 (1,753)	144 (3,666)	1:1.6
420 (10500)	70	411 (10,415)	1020 (25,906)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	176 (4,482)	70 (1,779)	146 (3,717)	1:1.6
426 (10650)	71	417 (10,567)	1035 (26,287)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	178 (4,533)	71 (1,804)	148 (3,768)	1:1.6
432 (10800)	72	423 (10,719)	1050 (26,668)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	180 (4,584)	72 (1,830)	150 (3,819)	1:1.6
438 (10950)	73	429 (10,871)	1065 (27,049)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	182 (4,635)	73 (1,855)	152 (3,870)	1:1.6
444 (11100)	74	435 (11,023)	1080 (27,430)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	184 (4,686)	74 (1,881)	154 (3,921)	1:1.6
450 (11250)	75	441 (11,175)	1095 (27,811)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	186 (4,737)	75 (1,906)	156 (3,972)	1:1.6
456 (11400)	76	447 (11,327)	1110 (28,192)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	188 (4,788)	76 (1,931)	158 (4,023)	1:1.6
462 (11550)	77	453 (11,479)	1125 (28,573)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	190 (4,839)	77 (1,956)	160 (4,074)	1:1.6
468 (11700)	78	459 (11,631)	1140 (28,954)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	192 (4,890)	78 (1,981)	162 (4,125)	1:1.6
474 (11850)	79	465 (11,783)	1155 (29,335)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	194 (4,941)	79 (2,006)	164 (4,176)	1:1.6
480 (12000)	80	471 (11,935)	1170 (29,716)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	196 (4,992)	80 (2,031)	166 (4,227)	1:1.6
486 (12150)	81	477 (12,087)	1185 (30,097)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	198 (5,043)	81 (2,056)	168 (4,278)	1:1.6
492 (12300)	82	483 (12,239)	1200 (30,478)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	200 (5,094)	82 (2,081)	170 (4,329)	1:1.6
498 (12450)	83	489 (12,391)	1215 (30,859)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	202 (5,145)	83 (2,106)	172 (4,380)	1:1.6
504 (12600)	84	495 (12,543)	1230 (31,240)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	204 (5,196)	84 (2,131)	174 (4,431)	1:1.6
510 (12750)	85	501 (12,695)	1245 (31,621)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	206 (5,247)	85 (2,156)	176 (4,482)	1:1.6
516 (12900)	86	507 (12,847)	1260 (32,002)	7'-6" (2,286 mm)	6'-1 1/2" (1,867 mm)	208 (5,298)	86 (2,181)	178 (4,	

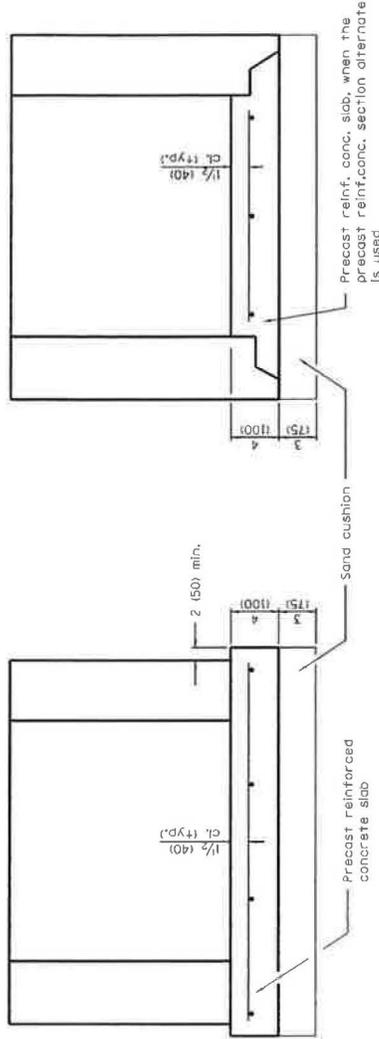


PLAN



ELEVATION

ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	8 (200)
CAST-IN-PLACE CONCRETE	6 (150)
CONCRETE MASONRY UNIT	5 (125)
PRECAST REINFORCED CONCRETE SECTION	3 (75)



ALTERNATE METHODS

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.24 sq. in./ft. (510 sq. mm/m) in both directions with a maximum spacing of 10 (250).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

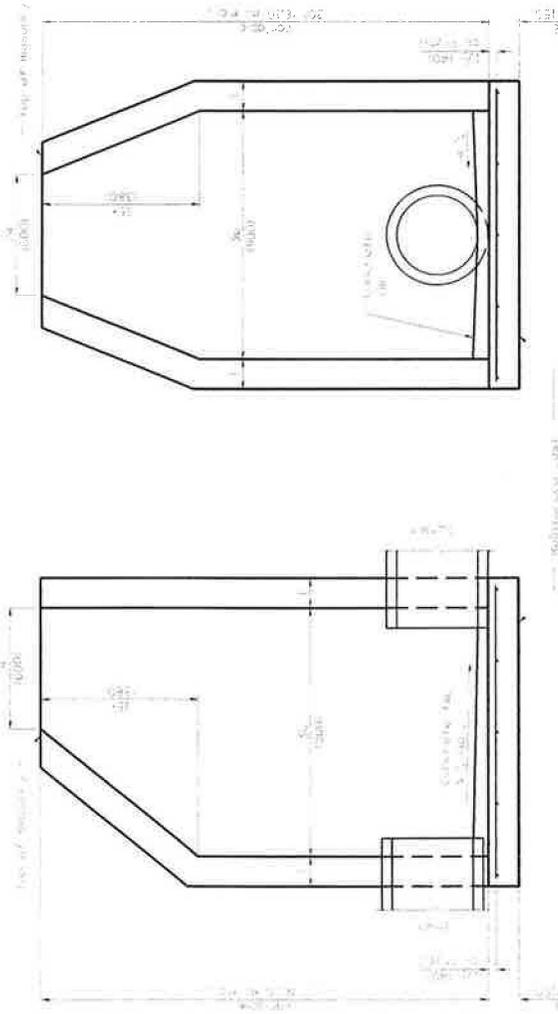
DATE	REVISIONS
11/11/11	Revised drawing to
11/11/11	1. (180) and 1.000
11/11	Revised slab, riser
11/11	Revised riser, riser
11/11	Revised riser, riser



INLET - TYPE A

STANDARD 602301-04

1. Elevation is not to scale. Dimensions are given in feet and inches.

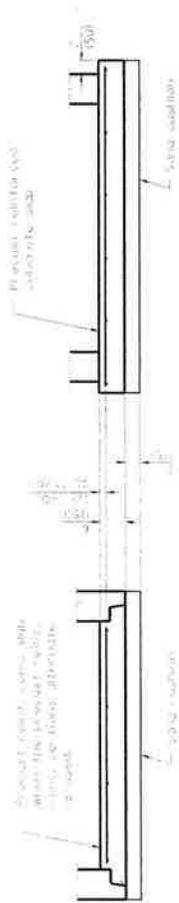


ELEVATION - ECCENTRIC

ELEVATION - CONCENTRIC

NO.	DESCRIPTION	DATE
1	As Issued	11/11/11
2	Revised to show 1/2" thick concrete curb	11/11/11
3	Revised to show 1/2" thick concrete curb	11/11/11
4	Revised to show 1/2" thick concrete curb	11/11/11
5	Revised to show 1/2" thick concrete curb	11/11/11
6	Revised to show 1/2" thick concrete curb	11/11/11
7	Revised to show 1/2" thick concrete curb	11/11/11
8	Revised to show 1/2" thick concrete curb	11/11/11
9	Revised to show 1/2" thick concrete curb	11/11/11
10	Revised to show 1/2" thick concrete curb	11/11/11

GENERAL NOTES
 1. Both sides shall be reinforced with a minimum of 2 #4 bars. The reinforcement shall be placed with a minimum spacing of 12 inches.
 2. Bottom slabs may be concrete or fiber glass as determined by the contractor, however, only a single row of reinforcement around the perimeter may be utilized.
 3. See Standard Section for alternate details.
 4. All dimensions are in inches unless otherwise indicated.



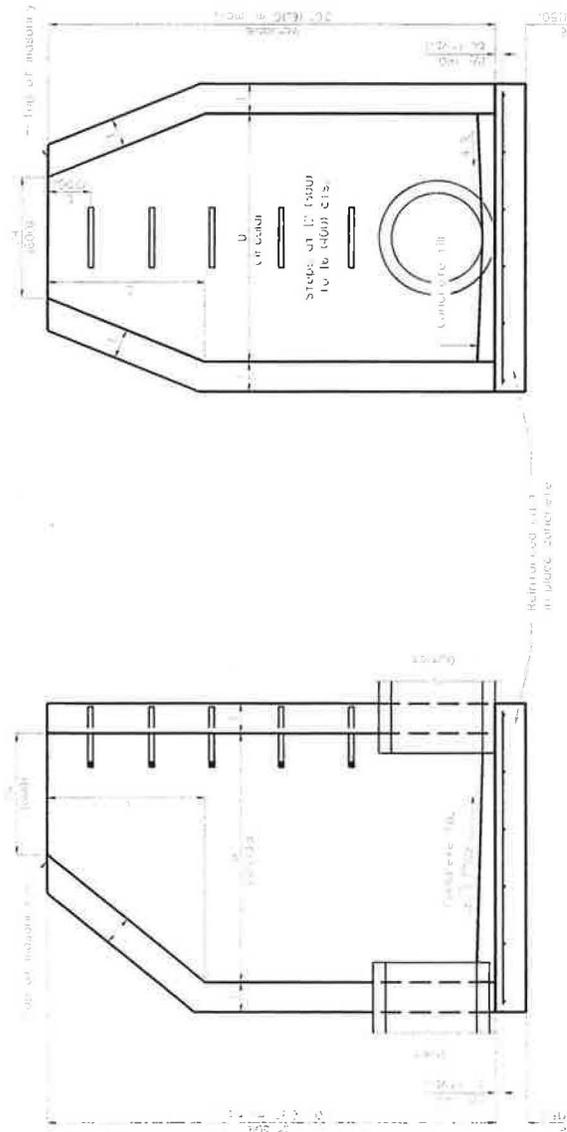
ALTERNATE BOTTOM SLAB

DATE	REVISIONS
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb
11/11/11	Revised to show 1/2" thick concrete curb

PROJECT: DRAWING NO: DATE: SCALE: SHEET NO: TOTAL SHEETS: DESIGNED BY: CHECKED BY: APPROVED BY: PROJECT MANAGER:

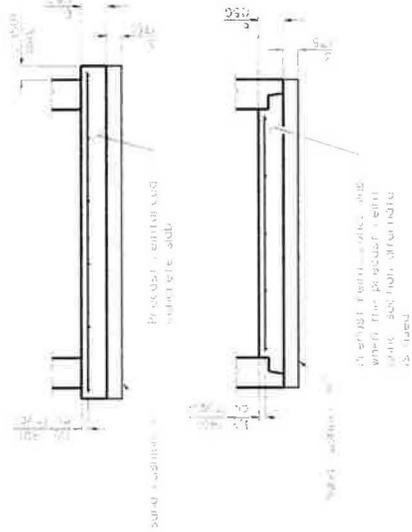
INLET - TYPE B

STANDARD 602306-03



ELEVATION — CONCENTRIC

ELEVATION — ECCENTRIC



ALTERNATE BOTTOM SLAB

ALTERNATE MATERIALS FOR WALLS	D	H	W	THICKNESS
Concrete Masonry Unit	4'-0" (1219 mm)	5'-0" (1524 mm)	3/4" (19 mm)	5 (125)
Block Masonry	4'-0" (1219 mm)	5'-0" (1524 mm)	3/4" (19 mm)	5 (125)
Precast Reinforced Concrete Section	4'-0" (1219 mm)	5'-0" (1524 mm)	3/4" (19 mm)	5 (125)
Cast-in-place concrete	4'-0" (1219 mm)	5'-0" (1524 mm)	3/4" (19 mm)	5 (125)

* For precast reinforced concrete see Table dimension "C" may vary from the dimension given to plus or minus 1/8"

GENERAL NOTES

Bottom shafts shall be reinforced with a minimum of #4 at 12" on center in both directions with #4 and mesh spacing at 1' (300).
 Bottom shafts may be constructed for this shaft to be reinforced by the top section; however, only a single use of a reinforcement should be permitted. Reinforcement shall be placed at 12" on center.
 See Standard 602401 for details of shafts.
 See Standard 602401 for alternate Precast Reinforced Concrete Flat Slab Top.
 All dimensions shall be in inches unless otherwise specified.

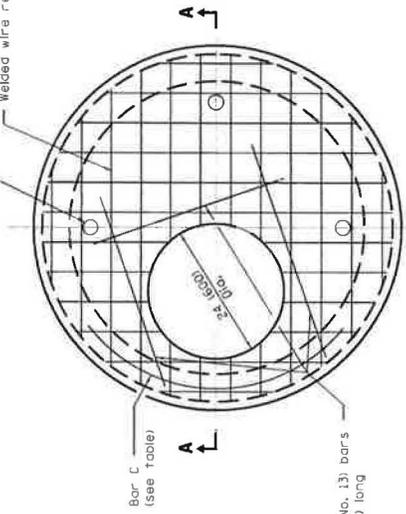
DATE	REVISIONS
11/11	Revised shaft to shaft added and shaft to height.
11/11	Revised shaft to height.
11/11	Revised shaft to height.
11/11	Revised shaft to height.

U.S. Department of Transportation
 Federal Highway Administration
 Office of Research and Development
 Washington, D.C. 20541

MANHOLE TYPE A

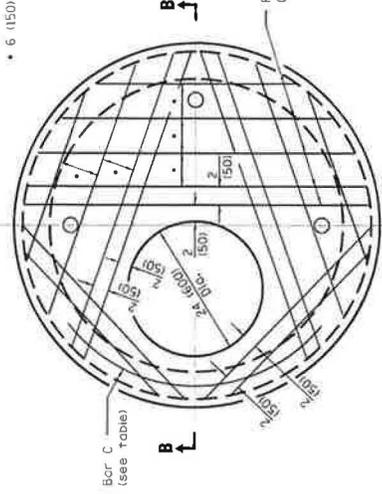
STANDARD 602401-03

Typical location for lifting device.



Bar C (see table)

No. 4 (No. 13) bars
30 (160) long

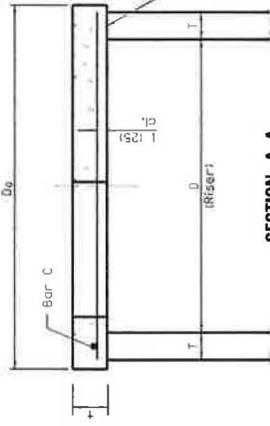


Bar C (see table)

Reinf. bars (see table)

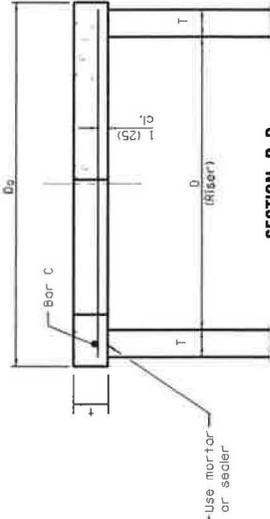
• 6 (150)

PLAN
(WELDED WIRE FABRIC)



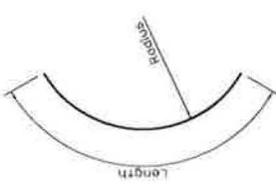
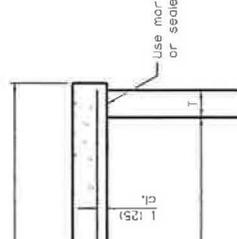
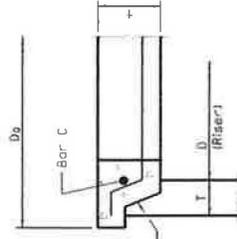
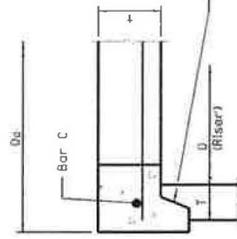
SECTION A-A

PLAN
(REINFORCEMENT BARS)



SECTION B-B

ALTERNATE JOINT CONFIGURATIONS



BAR C

TABLE

Ø	T	D ₀ (min.)	Reinforcement "A" W.R. each direction	Reinforcement No. 4 (No. 13)	
				Ø _{Bar} Size	Length/Radius Bar C
36 (900)	6 (150)	D + 2T	0.20 sq. in./ft. (425 sq. mm/m)	No. 4 (No. 13)	4'-0" (1.2 m)
4'-0" (11.2 m)	6 (150)	D + 2T	0.35 sq. in./ft. (740 sq. mm/m)	No. 5 (No. 16)	4'-6" (1.35 m)
5'-0" (1.5 m)	8 (200)	D + 2T	0.35 sq. in./ft. (740 sq. mm/m)	No. 5 (No. 16)	5'-0" (1.5 m)
					32 (810)

GENERAL NOTES

The flat slab top may be used in lieu of the tapered tops shown on Standards 60260, 60261, 60266, 60268, 60270, or 60280, or the tapered tops of the form factor or other field conditions prohibit the use of tapered tops.

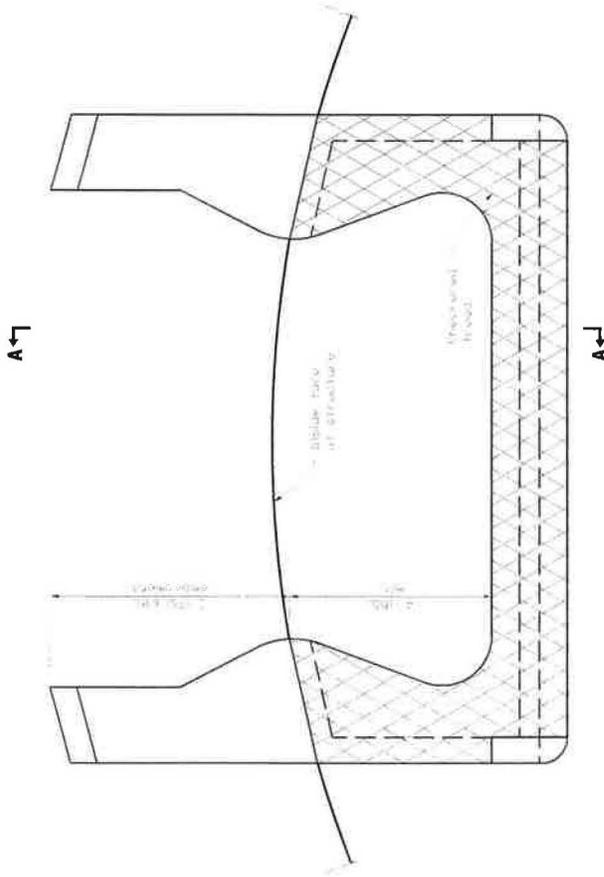
All dimensions are in millimeters (inches) unless otherwise shown.

**PRECAST REINFORCED
CONCRETE FLAT SLAB TOP**

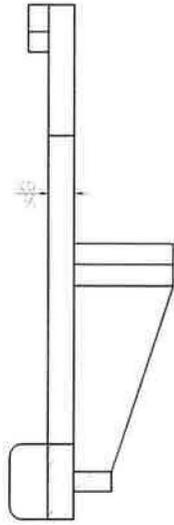
STANDARD 602601-04

DATE	REVISIONS
10/1/88	1. Change text in table 1.
10/1/88	2. Added note in section 1.1.1.
10/1/88	3. Added note in section 1.1.1.
10/1/88	4. Added note in section 1.1.1.

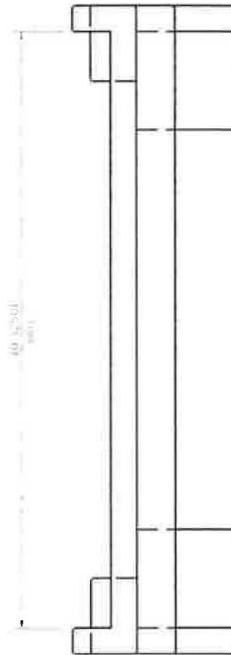
CAST IRON STEPS



PLAN VIEW



SECTION A-A



ELEVATION VIEW

All dimensions are in inches (millimeters), unless otherwise shown.

DATE	REVISIONS
1-1-05	Switched units to English metric.
1-1-06	Revised title, drawings, and raised sheets.
	Steps and sheet

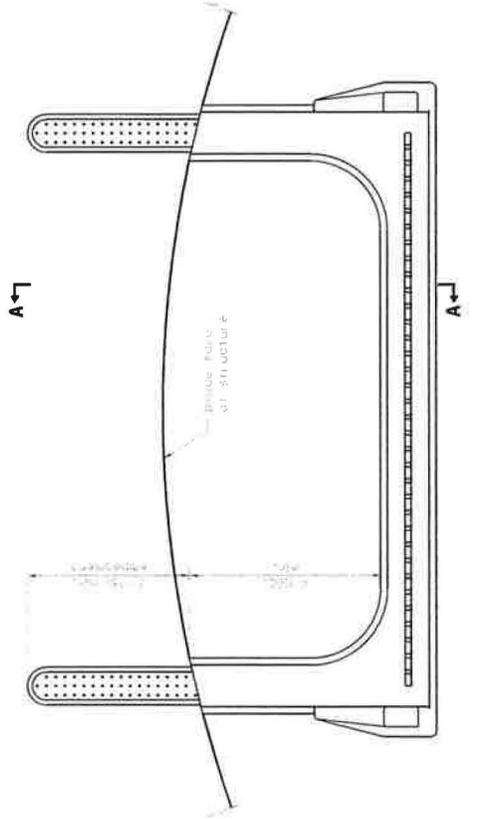
THE UNIVERSITY OF TEXAS AT AUSTIN
 ARCHIVES AND SPECIAL COLLECTIONS
 2000
 1000
 1000
 1000

MANHOLE STEPS

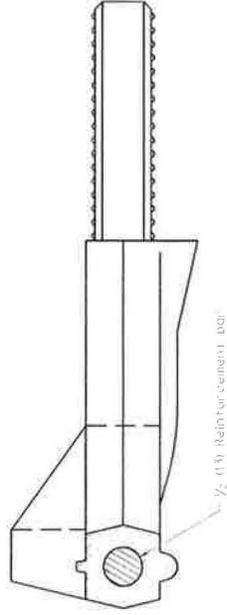
(Sheet 1 of 2)

STANDARD 602701-02

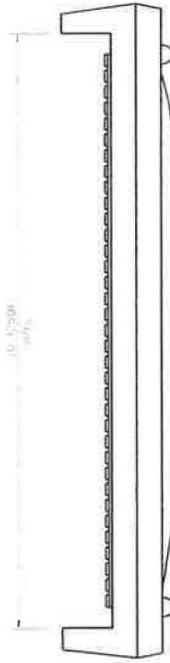
PLASTIC STEPS



PLAN VIEW



SECTION A-A



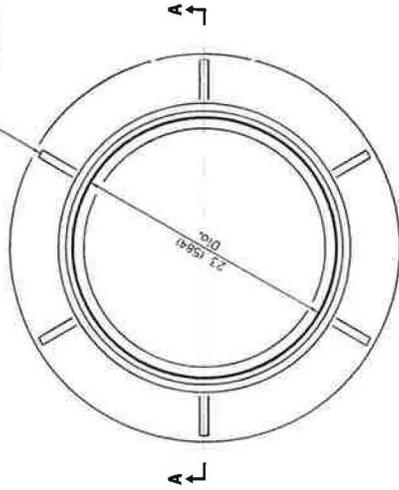
ELEVATION VIEW

1. The manhole shall be constructed in accordance with the following specifications:
a. The manhole shall be constructed with a minimum diameter of 18 inches (457 mm).
b. The manhole shall be constructed with a minimum depth of 4 feet (1219 mm).
c. The manhole shall be constructed with a minimum wall thickness of 4 inches (101.6 mm).
d. The manhole shall be constructed with a minimum top thickness of 4 inches (101.6 mm).
e. The manhole shall be constructed with a minimum bottom thickness of 4 inches (101.6 mm).
f. The manhole shall be constructed with a minimum reinforcement of 1/2 (13) reinforcement bars.

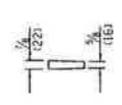
MANHOLE STEPS

STANDARD 602701-02

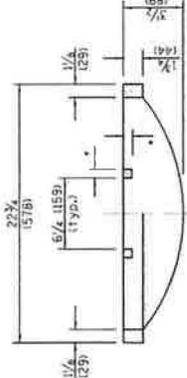
6 Gussets shown
1C permitted



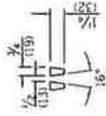
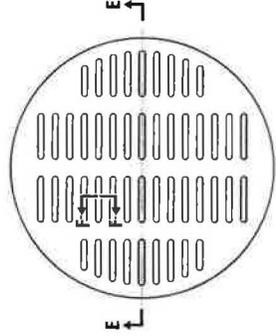
CAST FRAME



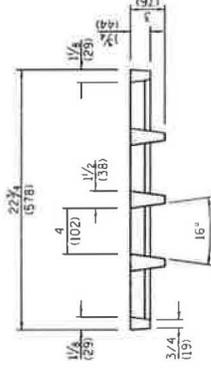
SECTION C-C



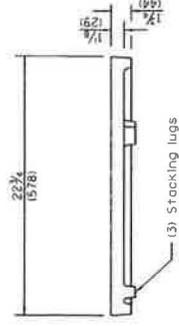
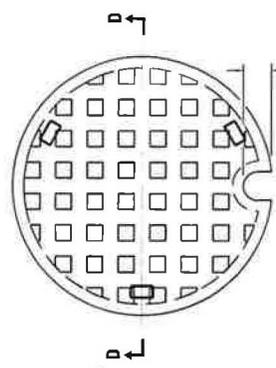
SECTION B-B



SECTION F-F

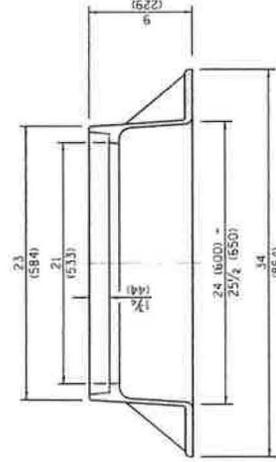


SECTION E-E



SECTION D-D

CAST CLOSED LID
Gray Iron Lid



SECTION A-A
Gray Iron

All dimensions are in inches (millimeters) unless otherwise shown.

**ADA COMPLIANT
CAST OPEN LID**

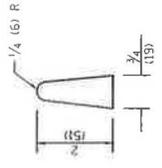
CAST OPEN LID

DATE	REVISIONS
11.15	Revised dimensions of frame, added ADA compliant gusset.
11.15	Added gusset to cast open lid.
11.15	Added gusset to cast closed lid.
11.15	Added gusset to cast open lid.

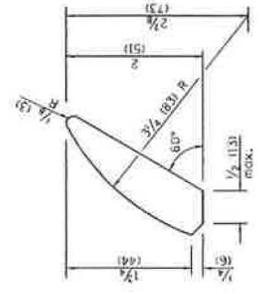
**FRAME AND LIDS
TYPE 1**

STANDARD 604001-04

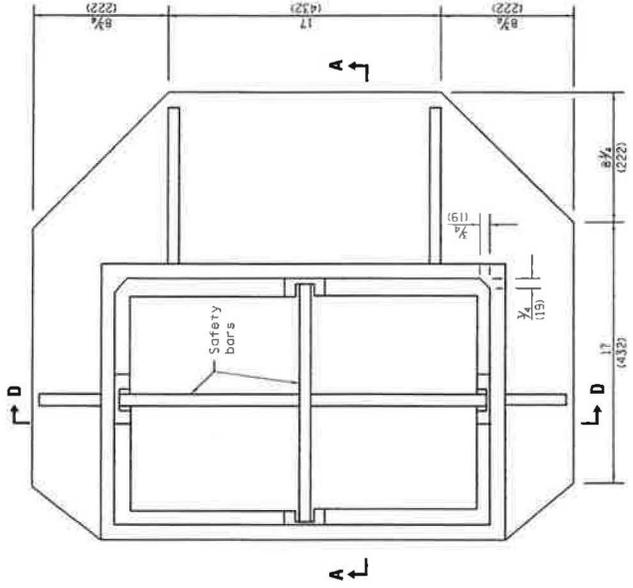
Approved for Release by NSA on 09-08-2013 pursuant to E.O. 13526



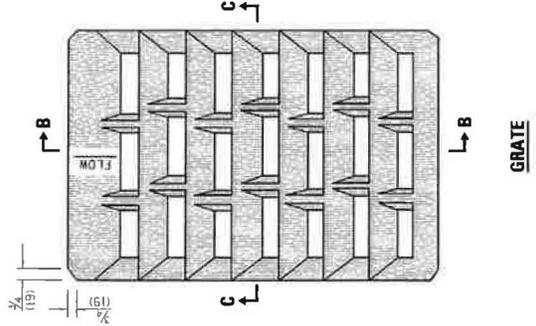
DETAIL A



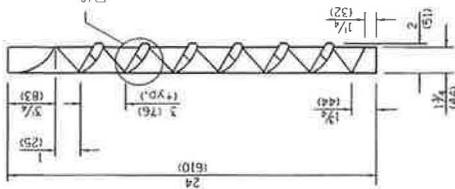
DETAIL B



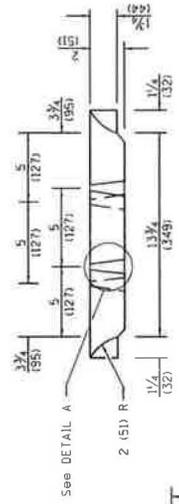
PLAN - FRAME



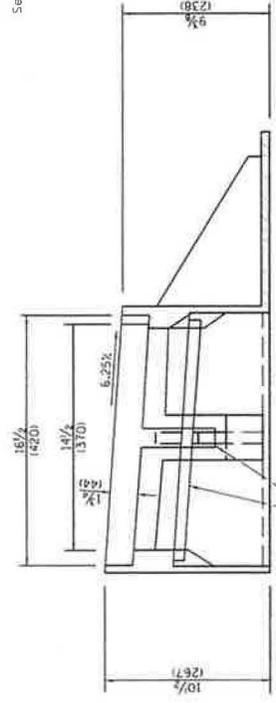
GRATE



SECTION B-B



SECTION C-C



SECTION A-A

Safety bars
 1 - 16x7/8x1 (406x19x25)
 1 - 23/4x7/8x1 (603x19x25)

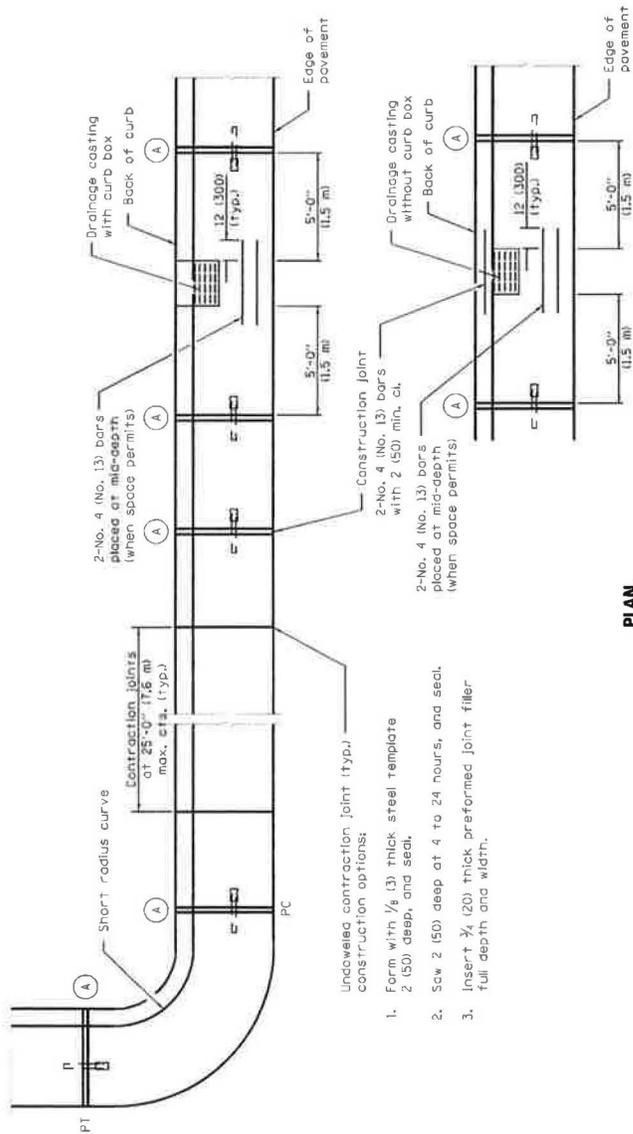
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
11.1.15	(Revised) dimensions, add details
11.1.10	See 150000-01 U.S. for European methods

**FRAME AND GRATE
 TYPE 23**

STANDARD 604086-03



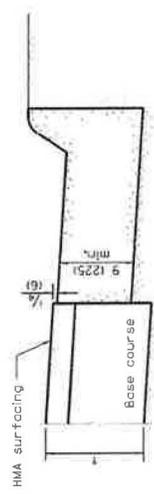


PLAN

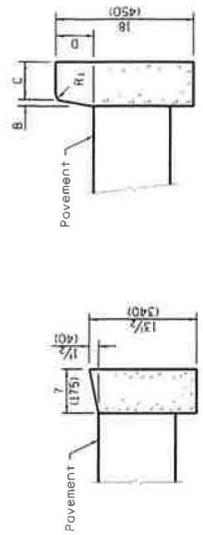
- Unwelded contraction joint (typ.) construction options:
1. Form with 1/8 (3) thick steel template 2 (50) deep, and seal.
 2. Saw 2 (50) deep at 4 to 24 hours, and seal.
 3. Insert 1/4 (20) thick preformed joint filler full depth and width.



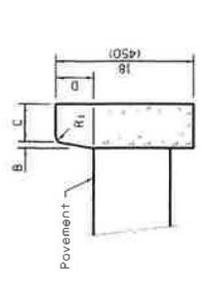
ON DISTURBED SUBGRADE



ON UNDISTURBED SUBGRADE

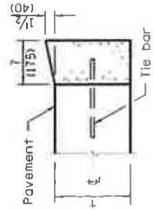


DEPRESSED CURB

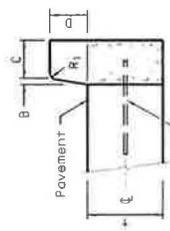


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

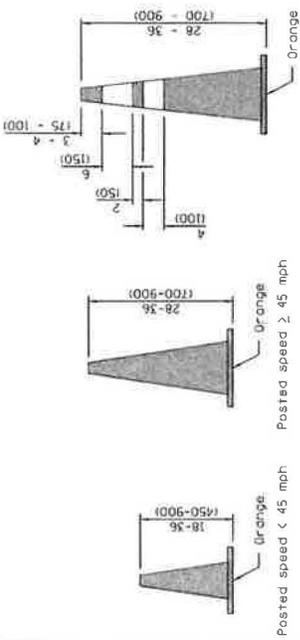
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

ADJACENT TO FLEXIBLE PAVEMENT

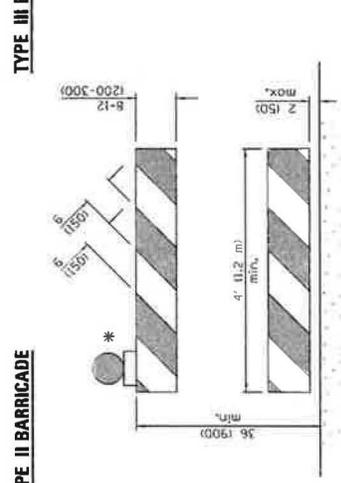
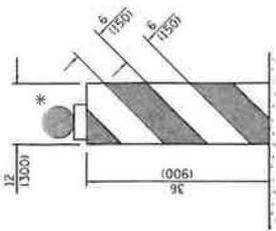
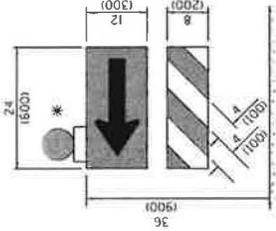
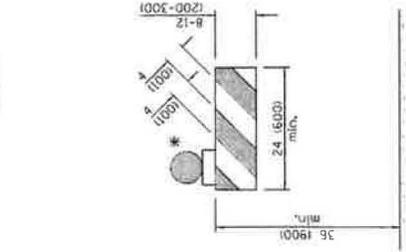
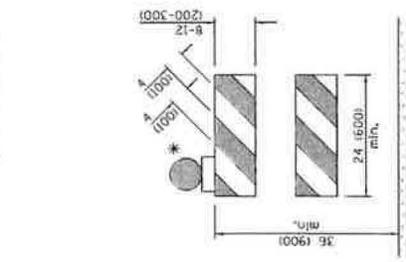
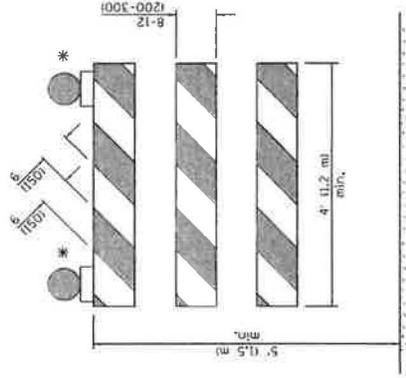
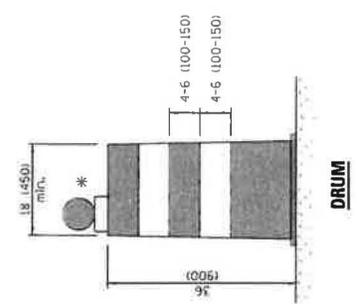
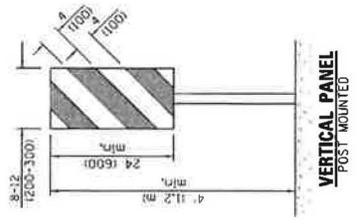
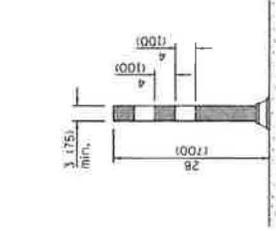
CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

STANDARD 606001-06



CONE FOR DAYTIME

REFLECTORIZED CONE FOR NIGHTTIME



* Warning lights (if required)

GENERAL NOTES

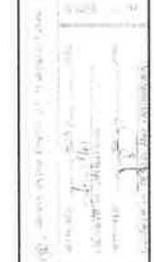
All heights shown shall be measured above the pavement surface.

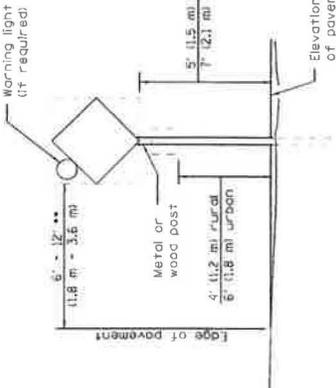
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
11/18	ADD dimensions for post heights. Rev 1
11/18	Update for post heights. Rev 2
11/18	Revise cone sizes. Add W2-1103
11/18	Revised dimensions for all items. Rev 3
11/18	Revised dimensions for all items. Rev 4
11/18	Revised dimensions for all items. Rev 5
11/18	Revised dimensions for all items. Rev 6
11/18	Revised dimensions for all items. Rev 7
11/18	Revised dimensions for all items. Rev 8
11/18	Revised dimensions for all items. Rev 9
11/18	Revised dimensions for all items. Rev 10
11/18	Revised dimensions for all items. Rev 11
11/18	Revised dimensions for all items. Rev 12
11/18	Revised dimensions for all items. Rev 13
11/18	Revised dimensions for all items. Rev 14
11/18	Revised dimensions for all items. Rev 15
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11/18	Revised dimensions for all items. Rev 98
11/18	Revised dimensions for all items. Rev 99
11/18	Revised dimensions for all items. Rev 100

TRAFFIC CONTROL DEVICES

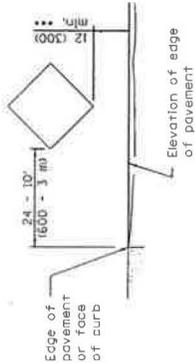
STANDARD 701901-05





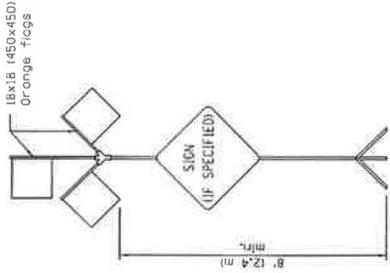
POST MOUNTED SIGNS

.. When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed 4005 m, this dimension shall be 5' (1.5 m) for the height of the sign. The height shall be sufficient to be seen completely above the devices.



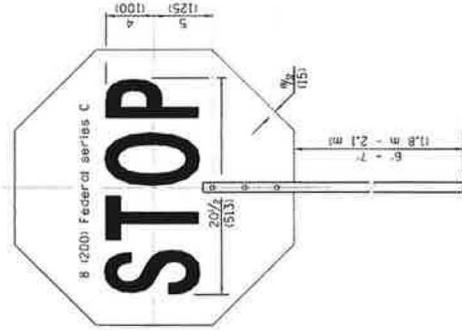
HIGH LEVEL WARNING DEVICE



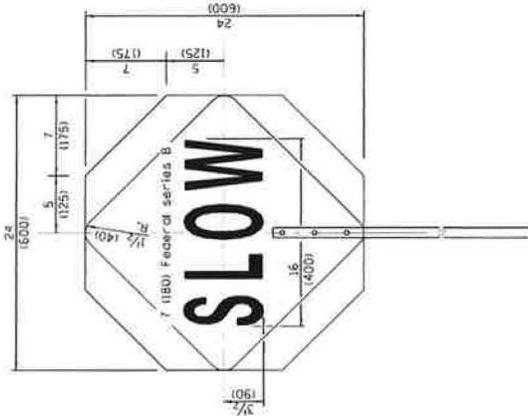
W12-1103-4848

WIDTH RESTRICTION SIGN

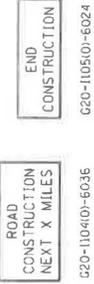
XX-XX' width and X miles are variable.



FRONT SIDE



REVERSE SIDE



G20-1104(0)-6036



G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

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

WORK LIMIT SIGNING



W21-115(0)-3618

R2-1-3648



R10-1108p-3618 ****



R2-1106p-3618

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



G20-1103(0)-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION

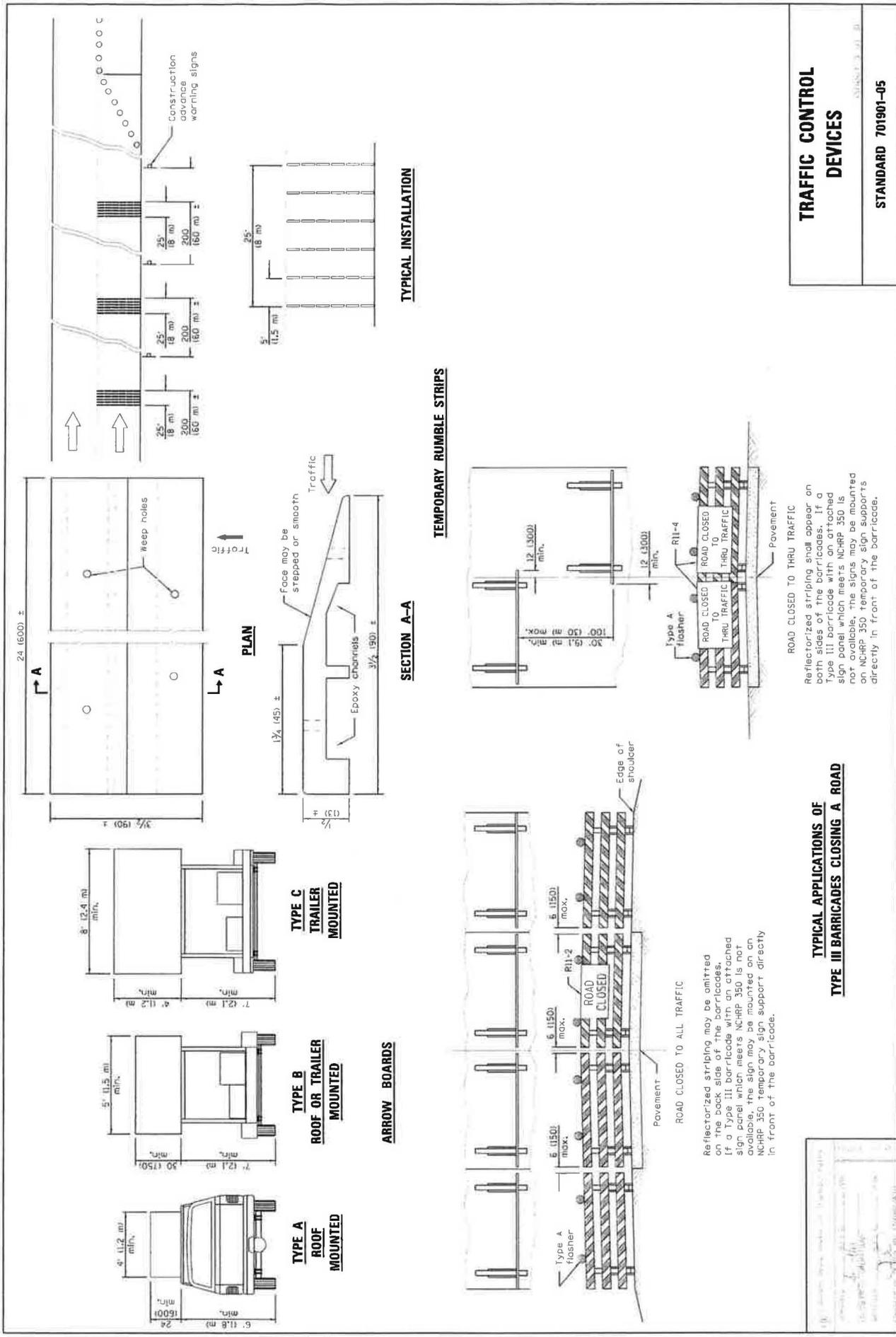
SPEED ZONE SIGNS

**** R10-1108p shall only be used along roadways under the jurisdiction of the State.

FLAGGER TRAFFIC CONTROL SIGN

TRAFFIC CONTROL DEVICES

STANDARD 701901-05



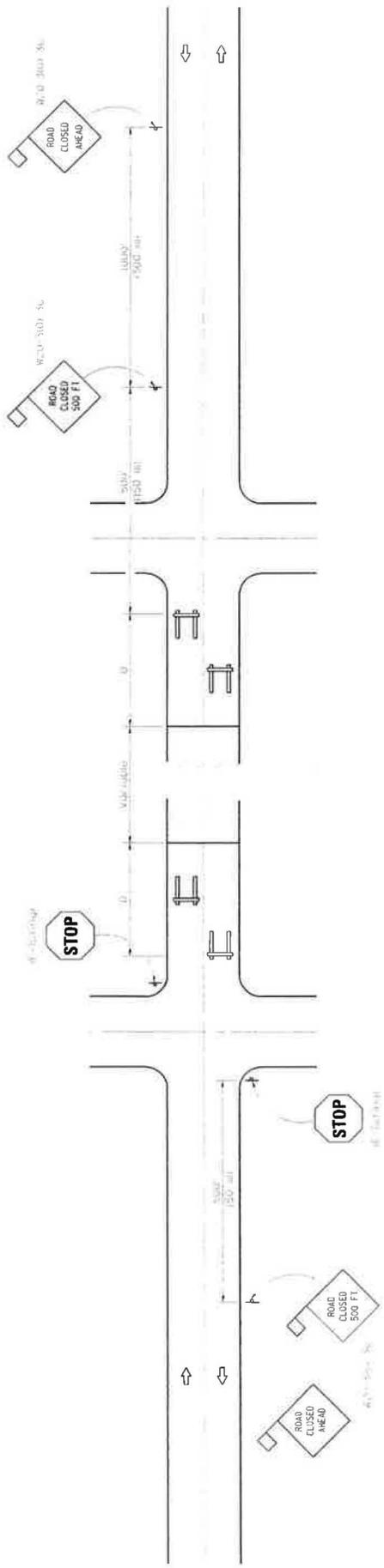
TRAFFIC CONTROL DEVICES

STANDARD 701901-05

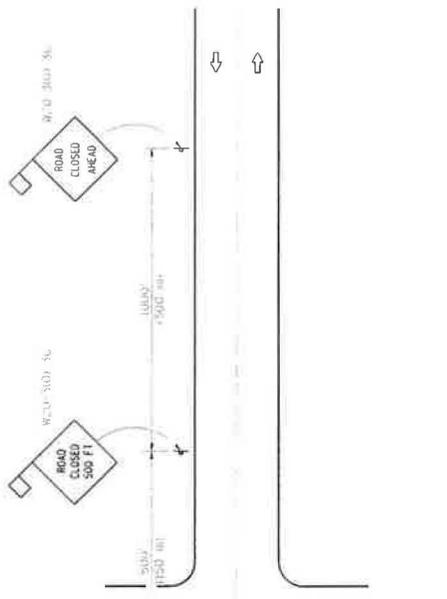
TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD



**CONDITION I
APPROACH TRAFFIC STOPPED**



**CONDITION II
APPROACH TRAFFIC
DOES NOT STOP**



SYMBOLS



Refer to the
Type III sign book
Signs with the 18 inch high letters
throughout this manual

GENERAL NOTES

Type III signs shall be 18 inch high and shall be installed on the side of the road closed to traffic. The sign shall be installed at least 150 feet in advance of the work zone. The sign shall be placed on the side of the road closed to traffic.

Type IV signs shall be 18 inch high and shall be installed on the side of the road closed to traffic. The sign shall be installed at least 150 feet in advance of the work zone. The sign shall be placed on the side of the road closed to traffic.

All signs shall be installed at least 150 feet in advance of the work zone. The sign shall be placed on the side of the road closed to traffic.

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TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION ON RURAL LOCAL HIGHWAYS (TWO-LANE TWO WAY RURAL TRAFFIC) (ROAD CLOSED TO THRU TRAFFIC)

STANDARD B.L.R. 22-7

DATE	REVISIONS
11-1-11	Original two-lane road
11-1-11	General notes
11-1-11	Plan view of the road
11-1-11	Signs and other devices to be used

Approved for use on rural local highways
by the Department of Transportation
on 11-1-11