

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, JANUARY 4, 2021
7:00 PM**

NOTE: Mayor Michaelis has determined that, due to the global pandemic and state disaster declaration, in-person meetings are not practicable or prudent at this time. As a result, this meeting will be conducted via phone conference, as part of COVID-19 response. Please see page 2 of this agenda for instructions for submitting public comments and for monitoring the meeting.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of December 21, 2020 Regular Session (attached)

PROCLAMATION:

Mayor Michaelis will read a document proclaiming the Month of January, 2021, as Radon Action Month.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

**Anyone wishing to address the Council on any subject may do so at this time.
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

NEW BUSINESS:

A. **MOTION** -- Bill #21-01/RESOLUTION Supporting Fair Housing (attached)

B. **MOTION** – Approve Notice of Municipal Letting, Bid #PW-03-20 for the Keeven Water Main Replacement (attached)

C. **MOTION** – Bill #21-02/ORDINANCE Approving and Authorizing Execution of a Development Agreement Amendment for 907 Main Street (TJO Holdings, LLC) (attached)

D. **MOTION** – Bill #21-03/RESOLUTION Approving and Authorizing Execution of a Purchase Contract for 911 and 913 Main Street, Between City and TJO Holdings, LLC (attached)

Continued

- E. **MOTION** – Bill #21-04/RESOLUTION Approving and Authorizing Execution of a Lease Agreement for Shared Space at 911 Main Street, Between City and TJO Holding, LLC (attached)
- F. **MOTION** – Bill #21-05/ORDINANCE Establishing “Plaza Park” as a City of Highland Public Park (attached)

REPORTS:

- A. **MOTION** – Approve Warrant #1186 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing the OMA exemption(s) allowing such meeting.

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Speraneo, ADA Coordinator, by 3:00 PM on Monday, January 4, 2021, by calling 618-654-7115.

**PLEASE SEE FOLLOWING PAGE FOR INSTRUCTIONS
FOR MONITORING AND PARTICIPATING IN THIS PUBLIC MEETING**

Continued

BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City's sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.

Directions for Public Monitoring of Highland City Council Meetings:

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that "members of a public body must be physically present;" and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting. **Note:** This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to lhediger@highlandil.gov or, by using the citizens' portal on the city's website found here: https://www.highlandil.gov/citizen_request_center_app/index.php.

Any comments received prior to the end of the "Public Forum" portion of the meeting, will be read into the record.

PROCLAMATION

WHEREAS, radon is a colorless, odorless, naturally occurring radioactive gas that threatens the health of our citizens; and

WHEREAS, radon is the second leading cause of lung cancer deaths in the United States and the number one cause among non-smokers; and

WHEREAS, one in fifteen homes across the United States has an elevated radon level; and

WHEREAS, it is possible for any home in Highland to have an elevated level of radon, even if other homes in the same neighborhood do not; and

WHEREAS, testing for radon is simple and inexpensive, and identified radon problems can be fixed; and

WHEREAS, the U.S. Environmental Protection Agency is supporting efforts to encourage Americans to test their homes for radon, mitigate elevated levels of radon, and build new homes with radon-resistant materials and features.

NOW, THEREFORE, I, Joseph R. Michaelis, Mayor of the City of Highland, Illinois, do hereby proclaim, January 2021, as:

RADON ACTION MONTH

and urge the residents of our community, to test their homes for radon.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Highland to be affixed this 4th day of January, 2021.

Mayor

RESOLUTION NO. _____

SUPPORTING FAIR HOUSING

WHEREAS, the City of Highland, in Madison County, Illinois, finds that the economic stability of the city directly depends upon stable, integrated, and balanced patterns; and

WHEREAS, it further finds that stable and integrated and balanced living patterns are threatened by discriminatory acts and unlawful housing practices; and

WHEREAS, it further finds that discriminatory acts and unlawful housing practices contribute to the formation and preservation of segregated neighborhoods, thereby affecting the quality of daily life of the citizens of the city; and

WHEREAS, it further finds that discriminatory acts and unlawful housing practices interfere with the achievement of stable, integrated and balanced living patterns, thereby depriving the citizens of the benefits of interracial, interreligious and intercultural association.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Highland as follows:

1. That the findings hereinabove stated are hereby incorporated by reference and made a part of this Resolution.
2. The discriminatory and unlawful housing practices as defined by the Department of Housing and Urban Development pursuant to the Community Block Grant Regulations, are hereby specifically against the policy and practices of the City of Highland to participate in or allow the expenditure of government funds for housing projects which are not consistent with HUD rules and regulations.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland, Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland, Madison County, Illinois



City of Highland

MEMO TO: Christopher Conrad, Interim City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: December 23, 2020
SUBJECT: Keeven Water Main Replacement, PW-03-20
Recommendation for Approval of Notice of Municipal Letting

RECOMMENDATION

I recommend that you request council approval of a NOML for the above referenced project.

DISCUSSION

The City entered into an agreement with Leonard Keeven in 1969 for a water main extending from the Water Treatment Plant to what is now El Kay Meadows Subdivision (a subdivision along IL Rte. 143 halfway between Silver Lake and I-70). The agreement has run its course and the water main is now owned by the City. We want to replace the section from the plant to Prairie Road with the funds in this budget.

FISCAL IMPACT

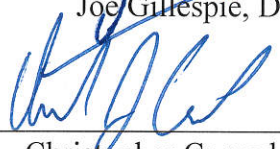
We are utilizing budgeted funds from the water distribution account.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, Interim City Manager

PLANS FOR
KEEVEN WATER MAIN REPLACEMENT
PW-03-20
 FOR THE
CITY OF HIGHLAND,
MADISON COUNTY, ILLINOIS

OFFICIALS

MAYOR

JOSEPH R. MICHAELIS

COUNCIL

PEGGY BELLM
 RICK J. FREY
 NEILL NICOLAIDES
 AARON SCHWARZ

DEPUTY CITY CLERK

LANA HEDIGER

CITY MANAGER

MARK LATHAM

DIRECTOR OF FINANCE

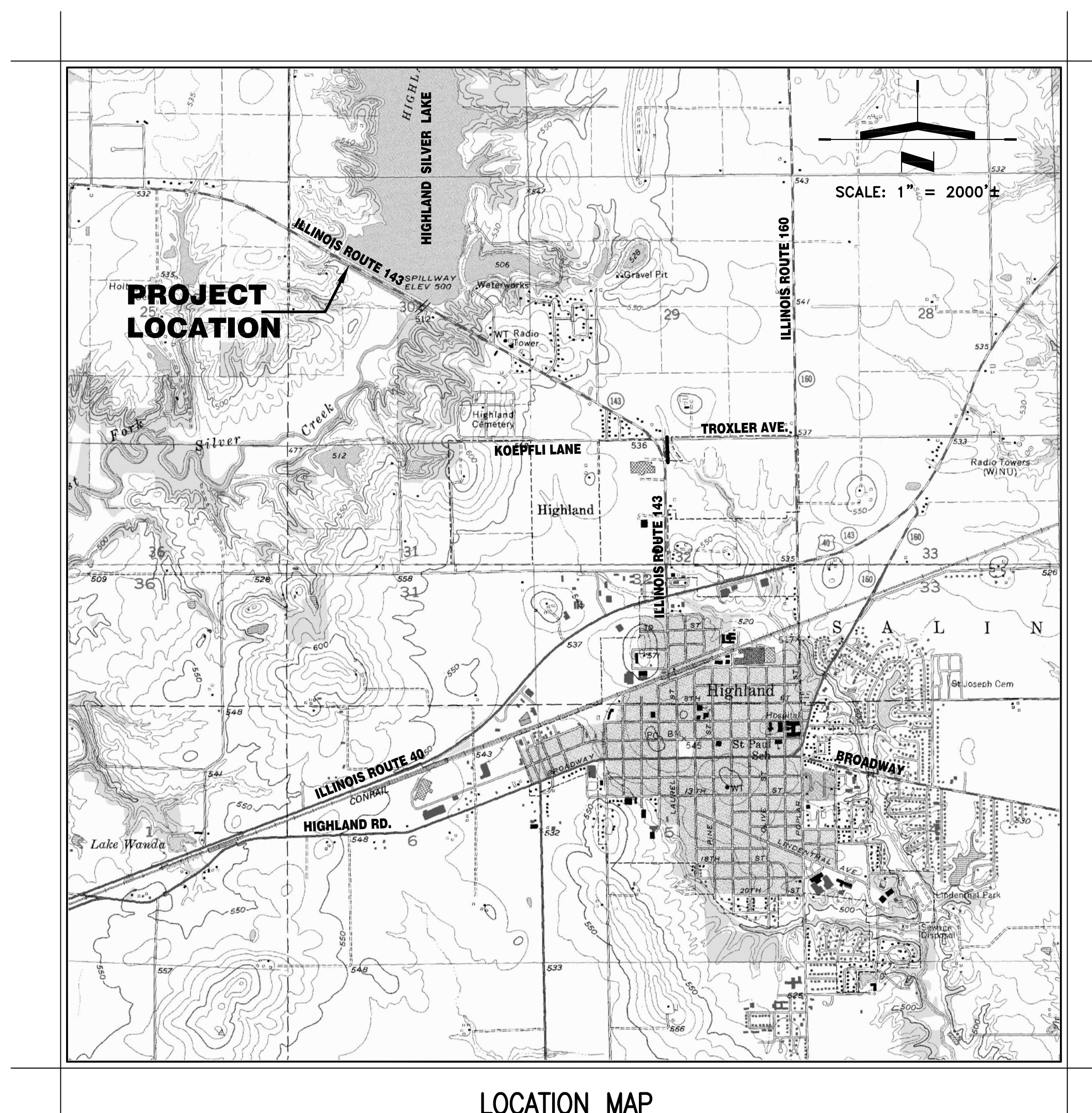
KELLY KORTE

DIRECTOR OF PUBLIC WORKS

JOE GILLESPIE

WATER AND SEWER SUPERVISOR

RANDY RINDERER



LOCATION MAP

INDEX TO SHEETS

SHEET NO.	TITLE
1	COVER SHEET
2	GENERAL PLAN
3-5	DETAIL PLAN SHEET
6	TYPICAL WATER MAIN DETAILS

2020.42 DESIGN
 2020.43 BID
 2020.44 CONSTRUCTION GUIDANCE

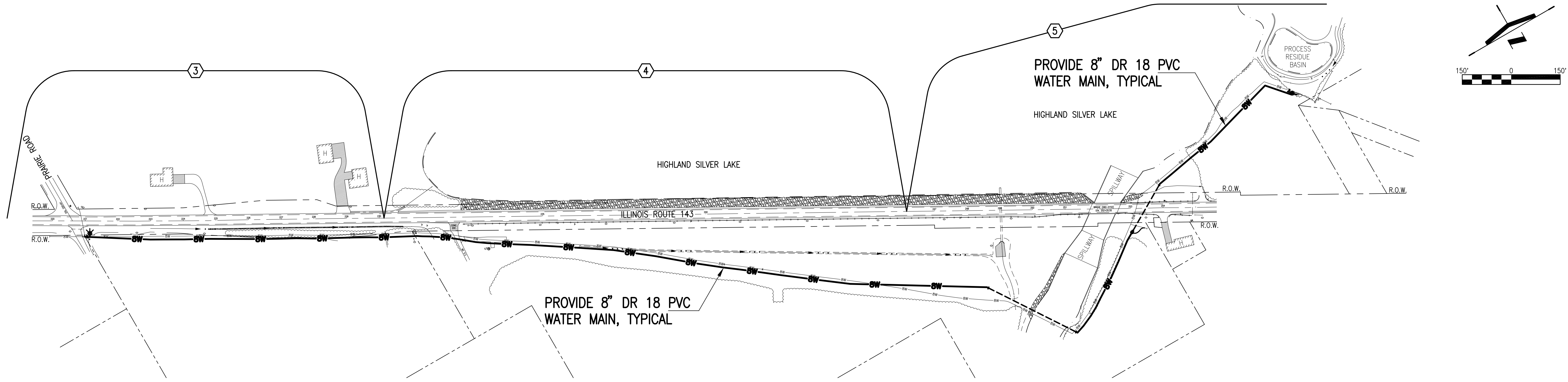
PREPARED BY:



PHILIP CURRY
 ILLINOIS REGISTERED PROFESSIONAL
 ENGINEER NO. 062-063543

IEPA PERMIT NO.

ISSUED FOR BIDS:
 BIDS DUE:



GENERAL NOTES

- THE LOCATION OF EXISTING UNDERGROUND PIPING AND UTILITIES AS SHOWN ON THE PLANS HAS BEEN DETERMINED FROM AVAILABLE INFORMATION, AND HAS BEEN SHOWN ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR MUST ASSUME RESPONSIBILITY FOR ALL EXISTING FACILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN OR NOT, AND MUST REALIZE THAT THE ACTUAL LOCATION OF UNDERGROUND PIPING AND UTILITIES MAY BE DIFFERENT FROM THAT SHOWN ON THE PLANS. ALL PROPOSED UNDERGROUND PIPING SHALL BE VERIFIED IN THE FIELD. WHERE NECESSARY, MINOR REVISIONS MAY BE NEEDED TO MATCH EXISTING WORK, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. CONTACT UTILITY OWNERS 48 HOURS PRIOR TO COMMENCING EXCAVATION. CONTACT J.U.L.I.E.
- PROVIDE SELECT GRANULAR BACKFILL (GAB) OR COMPACTED C&G AS DIRECTED BY ENGINEER BENEATH DRIVEWAYS AND ROADS WHERE THE WATER MAIN IS OPEN CUT BENEATH SURFACED AREAS. SELECT GRANULAR BACKFILL SHALL EXTEND TO A POINT AT LEAST 4 FEET PAST THE EDGE OF EXISTING SURFACED AREAS. USE GRANULAR CRADLE UNDER PIPE WHERE IT IS BENEATH DRIVEWAYS AND STREETS.
- MINIMUM COVER OVER THE TOP OF THE PROPOSED WATER MAIN PIPE SHALL BE NOT LESS THAN 4.0 FEET OR MORE THAN 6 FEET. AT LOCATIONS WHERE WATER MAIN CROSSES BENEATH CULVERTS, PROVIDE MINIMUM 1 FT. FROM TOP OF PIPE TO BOTTOM OF CULVERT.
- THRUST BLOCKS SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN ON TYPICAL WATER MAIN DETAIL SHEET.
- EXCEPT WHERE NOTED OTHERWISE, WATER MAIN PIPE SHALL BE PVC DR 18. DR 18 PIPE SHALL COMPLY WITH NSF 14 AND AWWA C-900, INCLUDING MARKINGS. PVC MATERIALS SHALL COMPLY WITH ASTM D-1784 FOR CELL CLASSIFICATION 12454-B. JOINTS SHALL BE COMPRESSION TYPE COMPLYING WITH ASTM D-3139, AND GASKETS SHALL CONFORM WITH ASTM F-477 FOR ELASTOMERIC SEALS. PIPE JOINT LUBRICANTS SHALL BE NSF 61 CERTIFIED FOR POTABLE WATER.

PVC PIPE EVIDENCING ULTRAVIOLET RADIATION "SUNBURN" DAMAGE DUE TO DIRECT EXPOSURE TO SUNLIGHT SHALL NOT BE USED, AND THE TIME BETWEEN DATE OF MANUFACTURE AND DATE OF INSTALLATION SHALL BE LESS THAN ONE YEAR.
- BURIED WATER MAIN PIPE FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT, DUCTILE IRON, 350 PSI PRESSURE RATING IN ACCORD WITH AWWA STANDARD C110 OR C153, WITH CEMENT MORTAR LINING IN ACCORD WITH AWWA STANDARD C104. MEGA-LUG OR EQUAL RESTRAINING GLANDS SHALL BE PROVIDED FOR ALL MECHANICAL JOINT FITTINGS. POLYETHYLENE ENCASE ALL D.I. FITTINGS IN ACCORD WITH AWWA STANDARD C-105. INCLUDE COST OF FITTINGS WITH CONTRACT UNIT PRICE FOR WATER MAINS. ALL FITTINGS SHALL BE "AMERICAN-MADE".
- THE WATER MAIN SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE TEST USING 125 PSI MINIMUM PRESSURE. IF EXPOSED SECTIONS OF PIPE ARE TESTED, THE MINIMUM TEST DURATION SHALL BE 2 HOURS. IF BURIED SECTIONS OF PIPE ARE TESTED, THE MINIMUM TEST DURATION SHALL BE 6 HOURS. NO PIPE WILL BE ACCEPTED UNLESS AND UNTIL THE LEAKAGE, DETERMINED UNDER THE SPECIFIED TEST PRESSURE IS LESS THAN COMPUTED WITH THE FOLLOWING FORMULA:

$$L = \frac{ND(p)^{0.5}}{7400}$$

L = ALLOWABLE LEAKAGE, GALLONS PER HOUR.
N = NUMBER OF JOINTS IN LINE BEING TESTED
D = PIPE DIAMETER, INCHES.
P = AVERAGE TEST PRESSURE, PSI.
- DISINFECT NEW MAINS AND APPURTENANCES WITH CHLORINE IN ACCORD WITH AWWA STANDARD C-651 FOR STERILIZATION OF PLASTIC PIPE. THE PROPOSED WATER MAIN AND APPURTENANCES SHALL BE THOROUGHLY DISINFECTED WITH MINIMUM 50 MG/L CHLORINE DOSAGE FOR A PERIOD OF AT LEAST 24 HOURS. AT THE END OF THE 24 HOUR DISINFECTION PERIOD, A MINIMUM 25 MG/L CHLORINE RESIDUAL SHALL BE PRESENT. AFTER FLUSHING, BACTERIOLOGICAL SAMPLES SHALL BE COLLECTED AS SPECIFIED BELOW:

FOR WATER MAIN CONSTRUCTION PROJECTS AT EXISTING COMMUNITY WATER SUPPLIES PRACTICING CHLORINATION IN ACCORD WITH 35 ILL. ADM. CODE 611.250, SATISFACTORY DISINFECTION IS DEMONSTRATED WHEN EACH INDIVIDUAL WATER SAMPLE SET INDICATES NO BACTERIAL GROWTHS AS MEASURED BY THE MEMBRANE FILTER TECHNIQUE OR NO TUBES POSITIVE AS MEASURED BY THE PRESUMPTIVE TEST, FERMENTATION TUBE METHOD AS SET FORTH IN 35 ILL. ADM. CODE 611; AND ADEQUATE CHLORINE RESIDUAL IS PRESENT AT THE POINT OF CONNECTION. ADEQUATE CHLORINE RESIDUAL EXISTS IN A DISTRIBUTION SYSTEM WHEN THERE IS A MINIMUM OF 0.2 MG/L FREE CHLORINE RESIDUAL FOR WATER SUPPLIES PRACTICING FREE CHLORINATION OR 0.5 MG/L COMBINED CHLORINE RESIDUAL FOR WATER SUPPLIES PRACTICING COMBINED CHLORINATION. A SAMPLE SET CONSISTS OF THE FOLLOWING:

FOR WATER MAINS, REPRESENTATIVE WATER SAMPLES MUST BE COLLECTED FROM EVERY 1200 FT. OF NEW MAIN ALONG EACH BRANCH AND FROM THE END OF THE LINE. THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (THE AGENCY) MAY APPROVE A DIFFERENT SAMPLING PLAN ON A SITE-SPECIFIC BASIS.

IF THE ANALYSIS OF ANY SAMPLE SET INDICATES THE PRESENCE OF BACTERIAL GROWTH, THE CONTRACTOR OR COMMUNITY WATER SUPPLY MUST DO THE FOLLOWING TO DEMONSTRATE SATISFACTORY DISINFECTION:

- RESAMPLE AT THE SAMPLING POINT INDICATING CONTAMINATION AND AT EVERY SAMPLING POINT DOWNSTREAM OF THE POINT INDICATING CONTAMINATION.
- SUBMIT A GENERAL LAYOUT SHEET OF THE PROJECT INDICATING THE LOCATION OF ALL WATER MAINS TO BE OPERATING; AND
- SUBMIT EVIDENCE TO THE AGENCY THE TWO CONSECUTIVE RESAMPLES SETS COLLECTED AT THE SAMPLING POINT INDICATING CONTAMINATION AND AT EVERY SAMPLING POINT DOWNSTREAM OF THE POINT INDICATING CONTAMINATION.
- EACH SAMPLE AND/OR RESAMPLE SET SHALL INDICATE NO BACTERIAL GROWTHS AS MEASURED BY THE PRESUMPTIVE TEST, FERMENTATION TUBE METHOD AS SET FORTH IN 35 ILL. ADM. CODE 611.

BACTERIOLOGICAL TESTING OF ALL TREATED WATER SAMPLES SHALL BE PERFORMED BY A LABORATORY CERTIFIED BY ILLINOIS EPA PURSUANT TO 415 ILLINOIS COMPILLED STATUTES 4/5(g), OR CERTIFIED BY USEPA. ALL SAMPLES SHALL REACH THE LABORATORY WITHIN 30 HOURS DURING REGULAR WEEK DAYS (EXCLUDING SATURDAY, SUNDAY, AND LEGAL HOLIDAYS). AFTER RECEIPT OF ORIGINAL LABORATORY REPORTS INDICATING THAT THE BACTERIOLOGICAL SAMPLES ARE SATISFACTORY, DELIVER ALL ORIGINAL REPORTS TO OWNER'S RESPONSIBLE OPERATOR IN RESPONSIBLE CHARGE. OWNER SHALL APPLY FOR AN IEPA OPERATING PERMIT FOR THE SECTION(S) OF WATER MAIN THAT HAVE BEEN DEMONSTRATED TO BE SATISFACTORYLY DISINFECTED. AFTER THE OWNER RECEIVES THE IEPA OPERATING PERMIT, THE OWNER SHALL FLUSH THE MAIN AGAIN AND PLACE THE MAIN INTO SERVICE. INCLUDE COST OF DISINFECTION AND BACTERIOLOGICAL SAMPLING WITH COST OF WATER, MAIN, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. COMPLY WITH 01656 OF SPECS.

- CONFINE OPERATIONS WITHIN RIGHT OF WAY OR EASEMENTS INDICATED ON THE DRAWINGS. DO NOT ENCRDACH ONTO PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION OF THE PROPERTY OWNER.
- PRIOR TO FINAL ACCEPTANCE BY THE OWNER, THE CONTRACTOR SHALL FURNISH TO THE ENGINEER ACCURATELY MARKED UP DRAWINGS SHOWING THE INSTALLED LOCATION AND FEATURES OF THE MAINS, INCLUDING DISTANCE FROM FIRE HYDRANT TO CENTER OF MAIN, DISTANCE FROM WATER MAIN TO CENTER OF PAVEMENT IN REPRESENTATIVE LOCATIONS, VALVE TIE DISTANCES (3 MINIMUM), ETC. THE ENGINEER SHALL REVISE THE ORIGINAL DRAWINGS AND SUBMIT COPIES OF RECORD DRAWINGS TO THE OWNER.
- FERTILIZE, SEED, AND MULCH ALL UNSURFACED AREAS DISTURBED BY CONSTRUCTION.
- PROVIDE 12 GAUGE COATED COPPER TRACER WIRE ON ALL PIPE INSTALLED UNDER THIS CONTRACT. COST SHALL BE INCLUDED WITH CONTRACT PRICE AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- CONTRACTOR SHALL USE RUBBER STREET PADS ON BACKHOE FOR ALL OPERATIONS ON THIS PROJECT.
- CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL SEEDING (SINGLE APPLICATION OF OATS OR WINTER WHEAT AT A RATE OF 100 POUNDS/ACRE) AND TEMPORARY MULCH (SINGLE APPLICATION AT A RATE OF 2 TONS/ACRE BY HAND OR MACHINE METHOD) IMMEDIATELY FOLLOWING BACKFILL AND PRIOR TO FINAL STABILIZATION OF DISTURBED AREAS.
- CONTRACTOR SHALL TAKE PRECAUTION TO PROTECT EXISTING FENCES AND OTHER STRUCTURES AGAINST DAMAGE. ANY DAMAGE SHALL BE REPAIRED TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE, AND NO FURTHER COMPENSATION WILL BE ALLOWED.
- WATER MAINS SHALL BE SEPARATED FROM SEPTIC TANKS, DISPOSAL FIELDS AND SEEPAGE BEDS BY A MINIMUM OF 25 FEET.

EXISTING TOPOGRAPHIC LEGEND

- HOUSE
- UTILITY POLE
- TELEPHONE PEDESTAL (SPLICE BOX)
- MAIL BOX
- STEEL POST
- IRON PIN (PROPERTY CORNER)
- RIGHT OF WAY LINE
- PROPERTY LINE
- CENTER LINE OF ROADWAY/SURVEY
- FENCE LINE
- FENCE GATE
- OPEN DRAINAGE DITCH
- DRAINAGE CULVERT
- BRIDGE/BOX CULVERT
- BRUSH/TREE LINE
- TREE (SIZE INDICATED)
- ROAD/STREET SIGN
- GUARD RAIL
- WATER MAIN
- WATER MAIN GATE VALVE & BOX
- WATER METER
- CULTIVATION LINE
- UNPAVED ROADWAY
- PAVED ROADWAY
- CONCRETE DRIVE/PAD

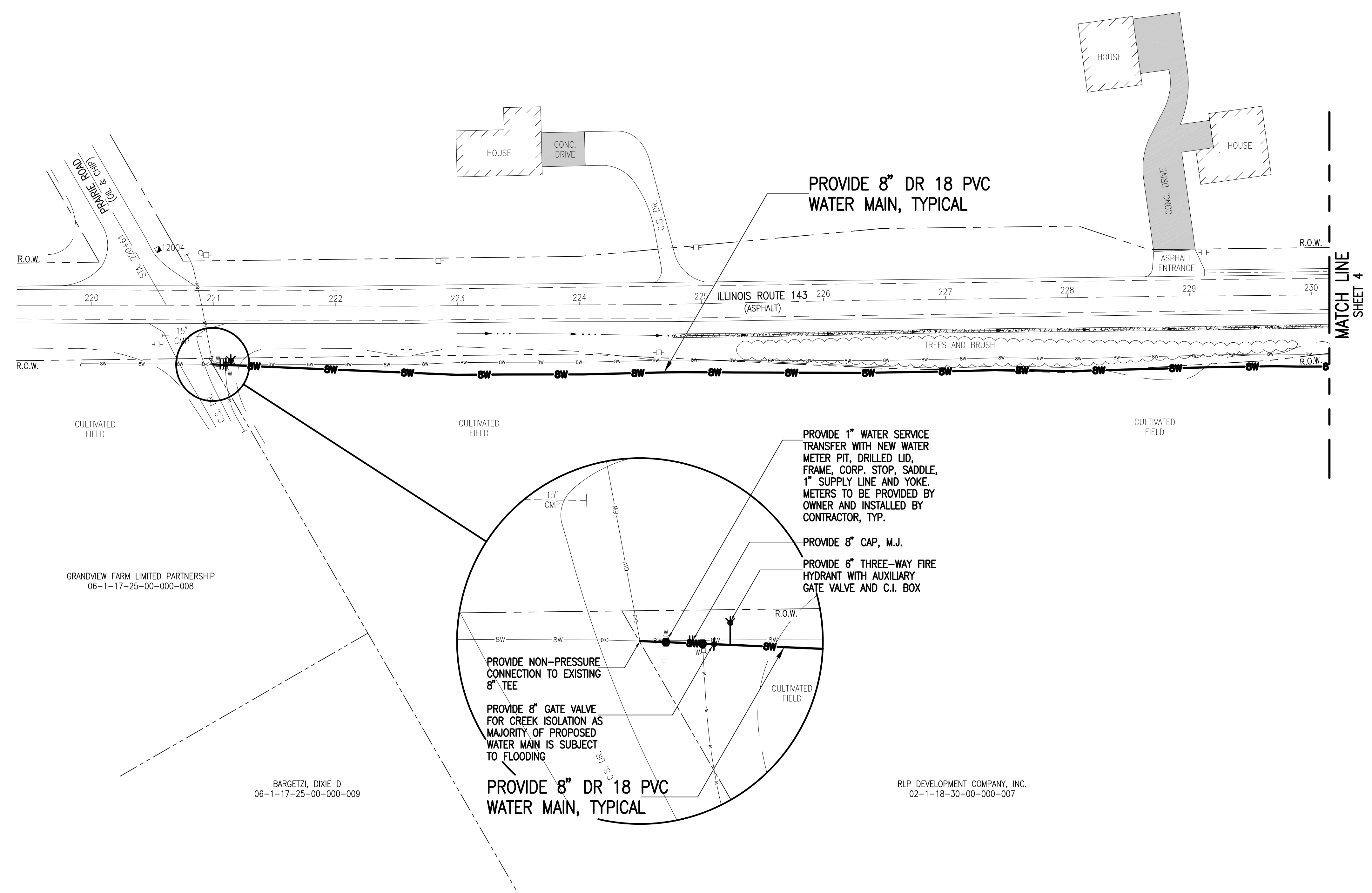
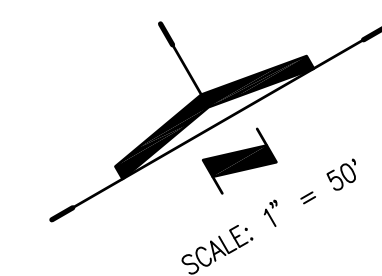
PROPOSED LEGEND

- PROVIDE WATER MAIN EXTENSION
- PROVIDE GATE VALVE AND C.I. BOX
- PROVIDE THREE-WAY FIRE HYDRANT WITH AUXILIARY GATE VALVE AND C.I. BOX
- INDICATES SHEET NUMBER

NOTES:

- CONTRACTOR TO CLEAR TREES AND BRUSH 10' ON EACH SIDE OF WATER MAIN TO ALLOW FOR FUTURE MAINTENANCE BY CITY.
- WATER MAIN TO BE REPLACED IS NOT LOOPED, THEREFORE, THE CITY CANNOT INSTALL A VALVE WITH A METER BYPASS TO CHECK FOR LEAKS UNDER THE CREEK WITHOUT PUTTING ALL CUSTOMERS WEST OF PROJECT OUT OF WATER. CITY WILL INSTALL A STRAP ON ULTRASONIC METER IN THE EXISTING PRESSURE REDUCING VALVE AND COMPARE TO RESIDENTIAL METERS TO VERIFY IF ANY LEAKS ARE PRESENT UNDER CREEK IF NECESSARY.

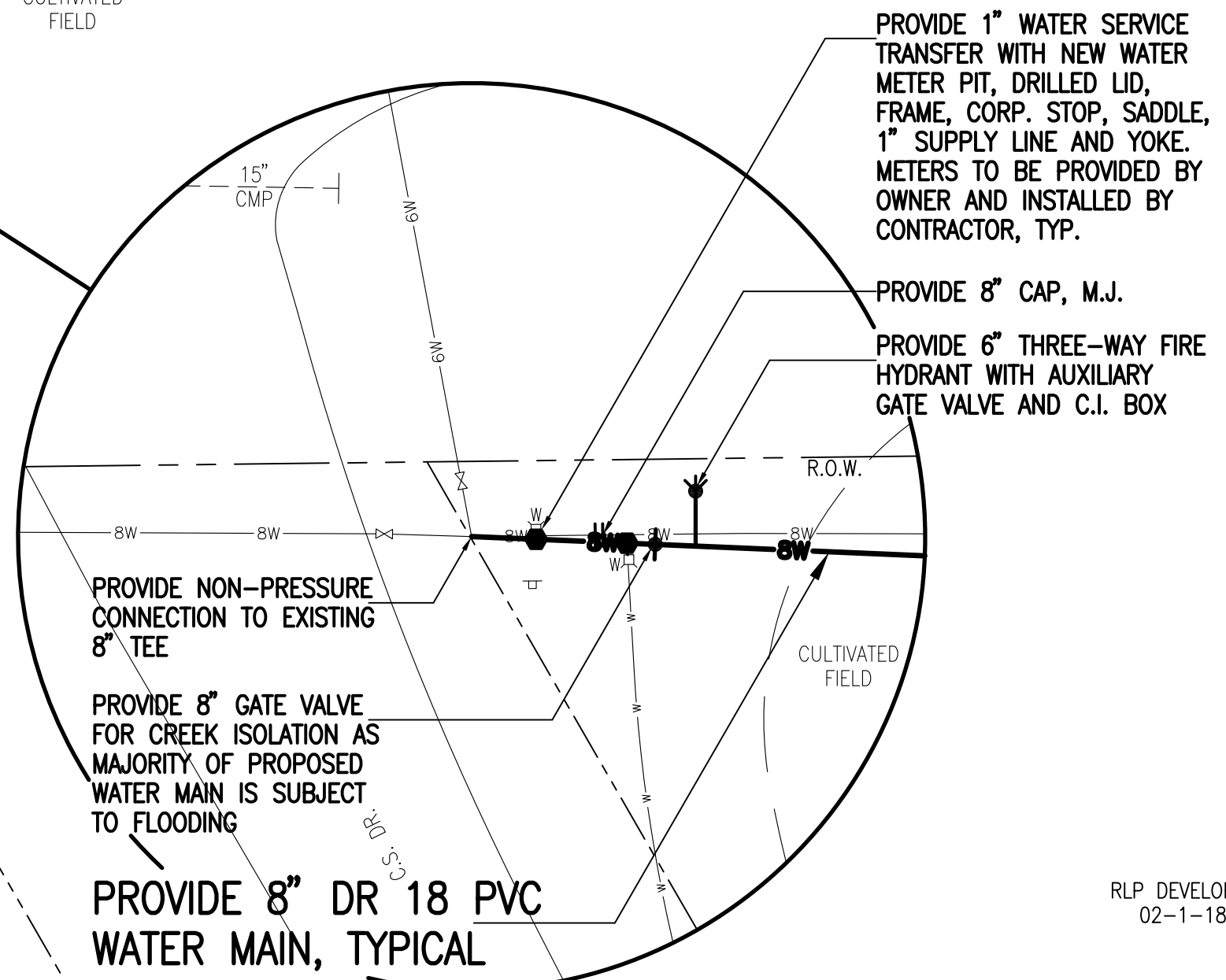
KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, IL		GENERAL PLAN	
	Revisions	Survey	SHEET 2 OF
		REJ	
		Design	
		RKM	
	Layout	Drawn	Job No. 2020.42
	LAYOUT 4	REJ, ALH	
	Plot Date	Checked	
	6-12-2020	RKM	Date
	Dwg File	2042-TOPO	APR. 2020



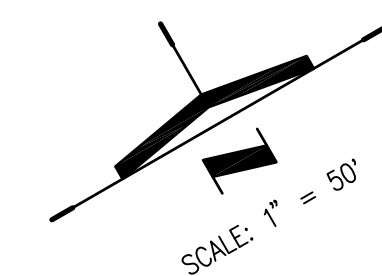
GRANDVIEW FARM LIMITED PARTNERSHIP
06-1-17-25-00-000-008

BARGETZI, DIXIE D
06-1-17-25-00-000-009

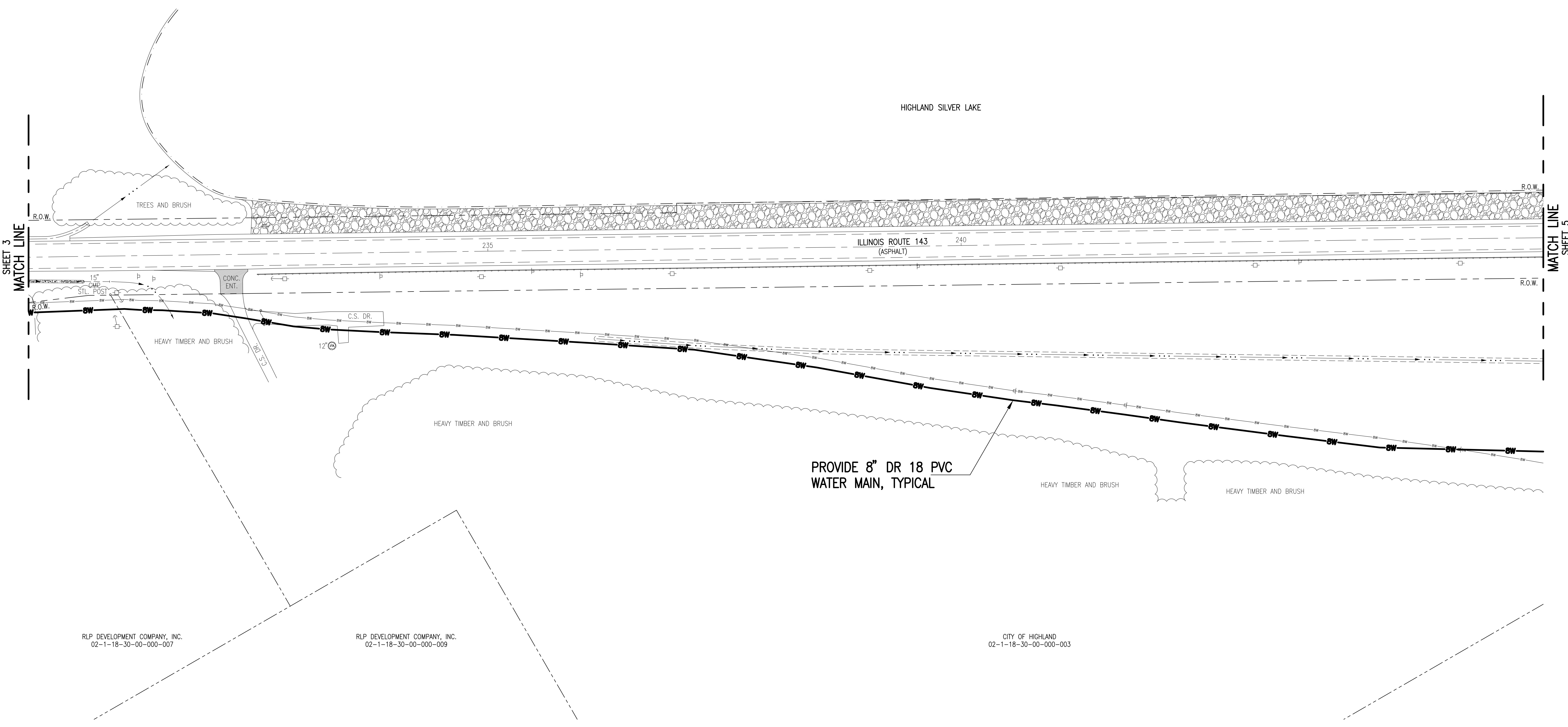
RLP DEVELOPMENT COMPANY, INC.
02-1-18-30-00-000-007



KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, IL		DETAIL PLAN SHEET	
	Revisions	Survey	SHEET 3 OF
		REJ	
		Design	
		RKM	
		Drawn	
	Layout	REJ, ALH	
	LAYOUT 1		
	Plot Date	Checked	
	8-20-2020	RKM	
	Dwg. File	Date	
	2042-TOPO	APR. 2020	
		Job No.	
		2020.42	



HIGHLAND SILVER LAKE

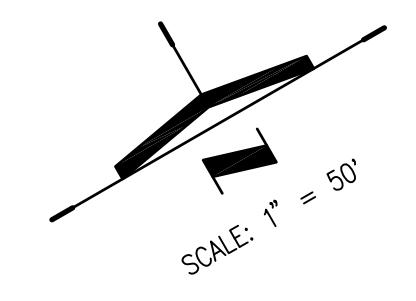


RLP DEVELOPMENT COMPANY, INC.
02-1-18-30-00-000-007

RLP DEVELOPMENT COMPANY, INC.
02-1-18-30-00-000-009

CITY OF HIGHLAND
02-1-18-30-00-000-003

KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, IL		DETAIL PLAN SHEET	
	Revisions	Survey	SHEET 4 OF
		REJ	
		Design	
		RKM	
		Drawn	
	REJ, ALH	Checked	
	RKM	Date	
	2042-TOPO	APR. 2020	Job No. 2020.42



PROVIDE 8" DR 18 PVC
WATER MAIN, TYPICAL

PROVIDE 8" VALVED
INTERCONNECT
PROVIDE 8" CAP, M.J.

HIGHLAND SILVER LAKE

CITY OF HIGHLAND
02-1-18-30-00-000-005

WEDER FARMS INC
02-1-18-30-00-000-012

PROVIDE 160 LF OF 8" DR 18 PVC
RESTRAINED JOINT WATER MAIN
DIRECTIONAL BORED INTO PLACE

PROVIDE 1" WATER SERVICE
TRANSFER WITH NEW WATER
METER PIT, DRILLED LID,
FRAME, CORP. STOP, SADDLE,
1" SUPPLY LINE AND YOKE.
METERS TO BE PROVIDED BY
OWNER AND INSTALLED BY
CONTRACTOR, TYP.

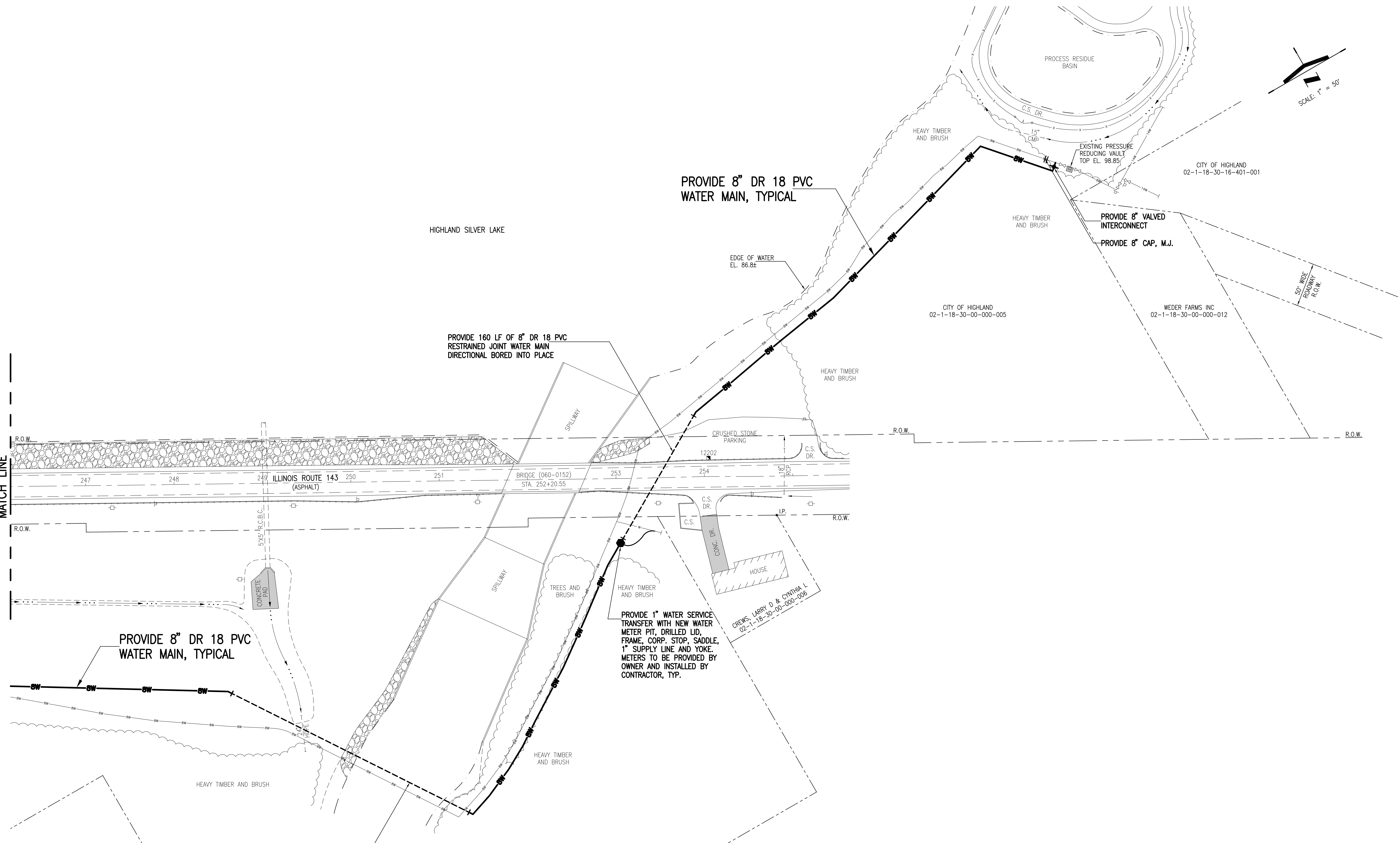
PROVIDE 8" DR 18 PVC
WATER MAIN, TYPICAL

PROVIDE 300 LF OF 8" DR 18 PVC
RESTRAINED JOINT WATER MAIN
DIRECTIONAL BORED INTO PLACE

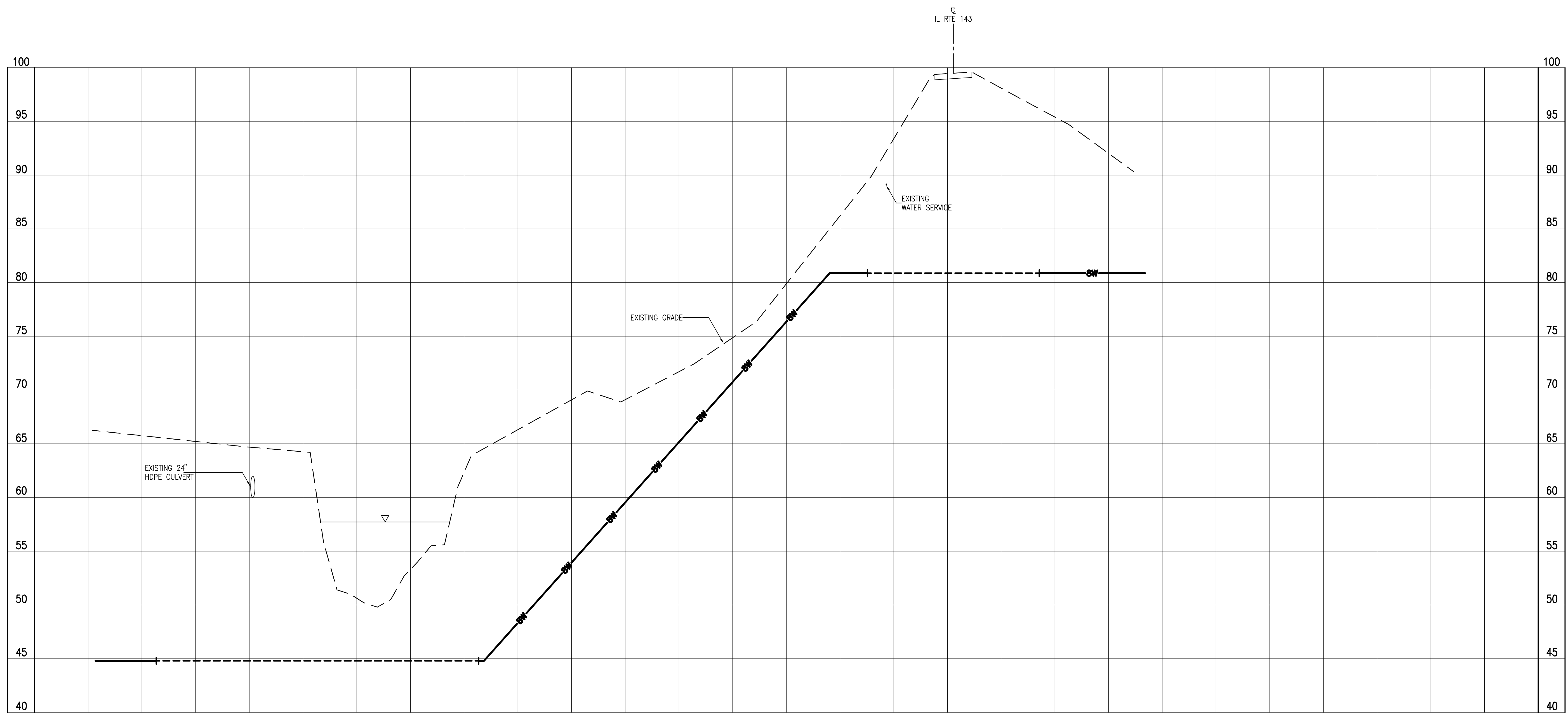
CITY OF HIGHLAND
02-1-18-30-00-000-003

RLP DEVELOPMENT COMPANY, INC.
02-1-18-30-00-000-011.002

SHEET 4
MATCH LINE

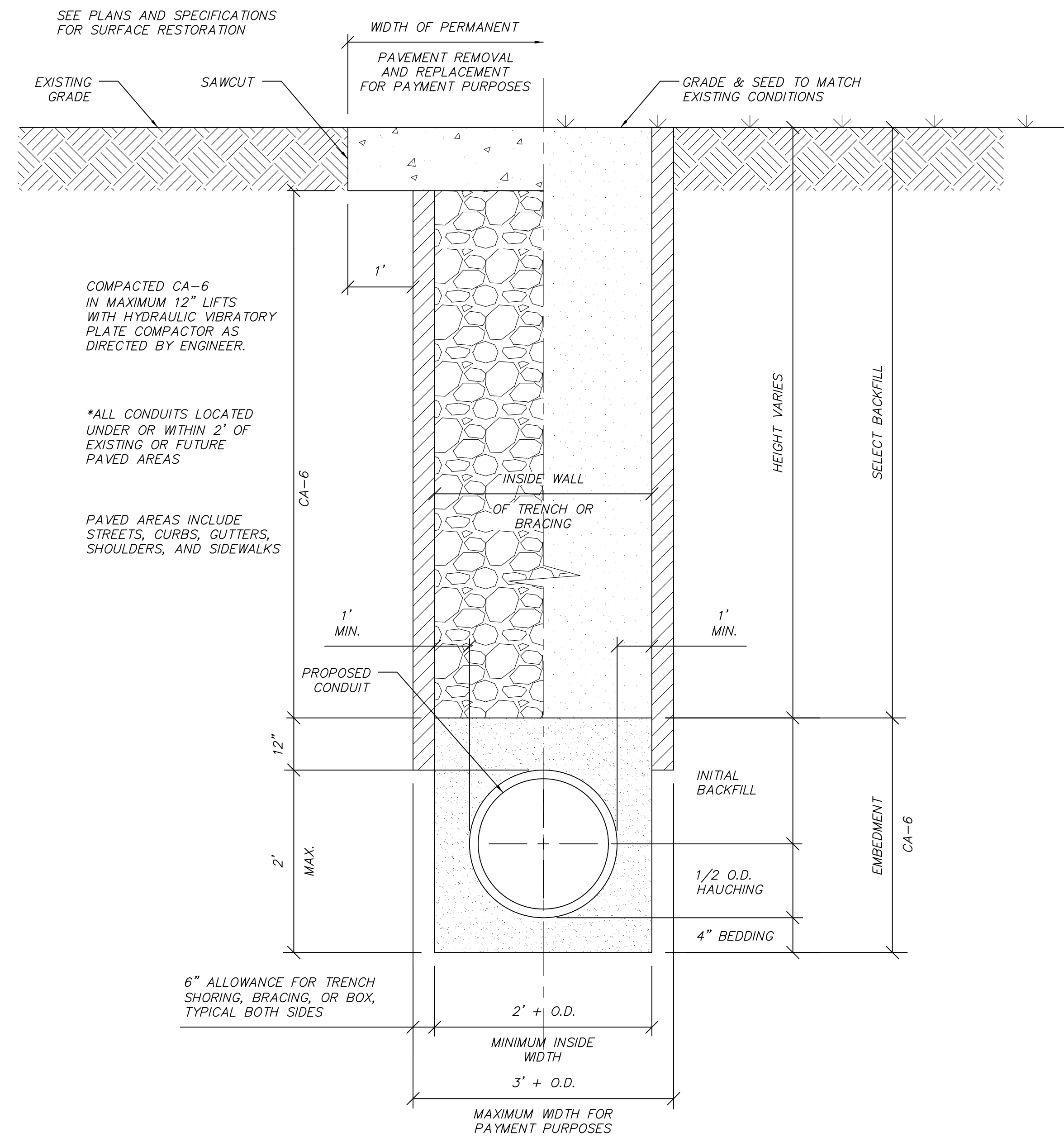


KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, IL		DETAIL PLAN SHEET	
		Revisions	Survey
		Design	REJ
		Drawn	RKM
		Layout	REJ, ALH
		Plot Date	6-12-2020
		Date	APR. 2020
		Checked	RKM
		Date	2042-TOPO
		Job No.	2020.42
		SHEET	5
		OF	



PROFILE
 SCALES: HOR.: 1"=50'; VER.: 1"=5'

KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, IL		PROFILE	
	Revisions	Survey	SHEET 6 OF
		REJ	
		Design	
		RKM	
		Drawn	
	Layout	REJ, ALH	
	LAYOUT 5	Checked	
	Plot Date	RKM	
	8-27-2020	Date	
	Dwg. File	APR. 2020	Job No.
	2042-TOPO		2020.42



WATER MAIN TRENCH DETAIL

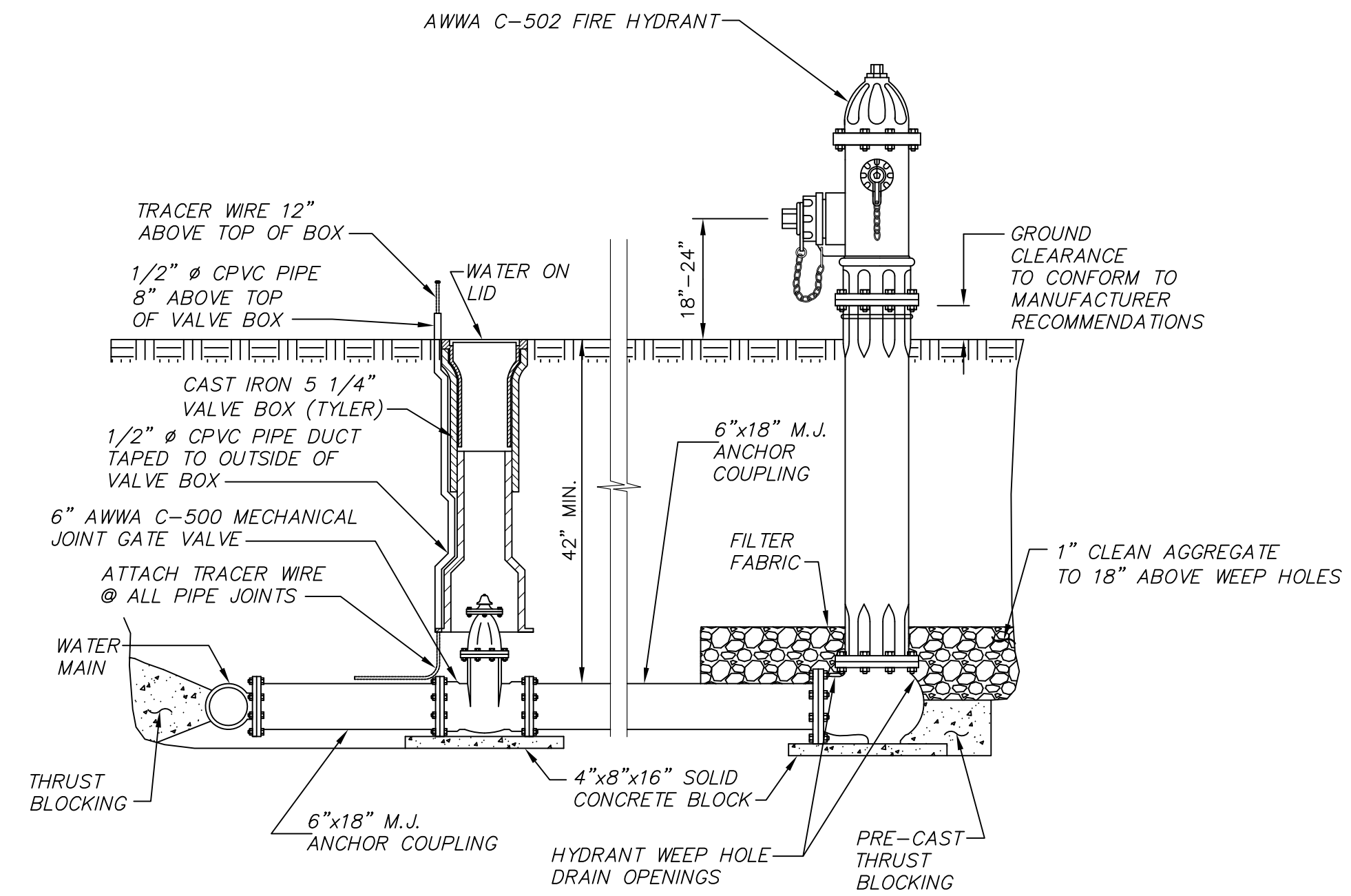
NOT TO SCALE

NOTES:

SEE PLANS AND SPECIFICATIONS FOR SURFACE RESTORATION.

IDENTIFICATION OF WHERE SELECT GRANULAR MATERIAL IS REQUIRED TERMINOLOGY, DIMENSION AND TYPE OF SELECT MATERIAL, WHEN REQUIRED.

TRENCH BOX SHALL NOT EXTEND BELOW TOP OF PIPE, HOWEVER IT SHALL NOT EXCEED 2 FEET FROM THE BOTTOM OF THE TRENCH.

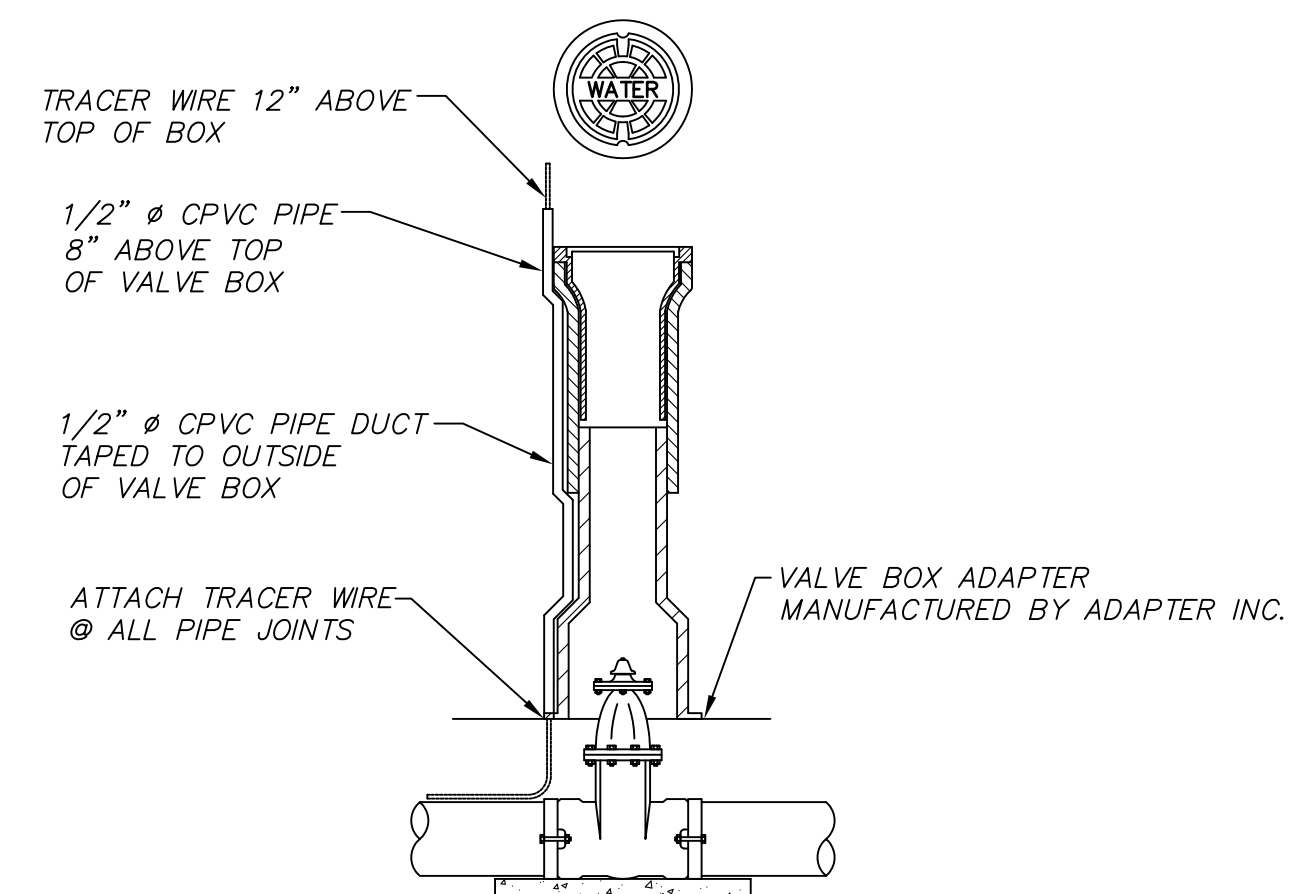


FIRE HYDRANT DETAIL

NOT TO SCALE

SPECIFICATIONS: FIRE HYDRANTS SHALL BE KENNEDY GUARDIAN K-B1A, OR CLOW MEDALION F2545 (SELECTION BY CITY), 5 1/4 3-WAY WITH A FOUR(4) FOOT BURY, TWO - 2 1/2" DISCHARGE NOZZLES, AND A 4 1/2" STEAMER NOZZLE, ALL CONFORMING TO AWWA C-502.

EXECUTION: EXECUTION SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.



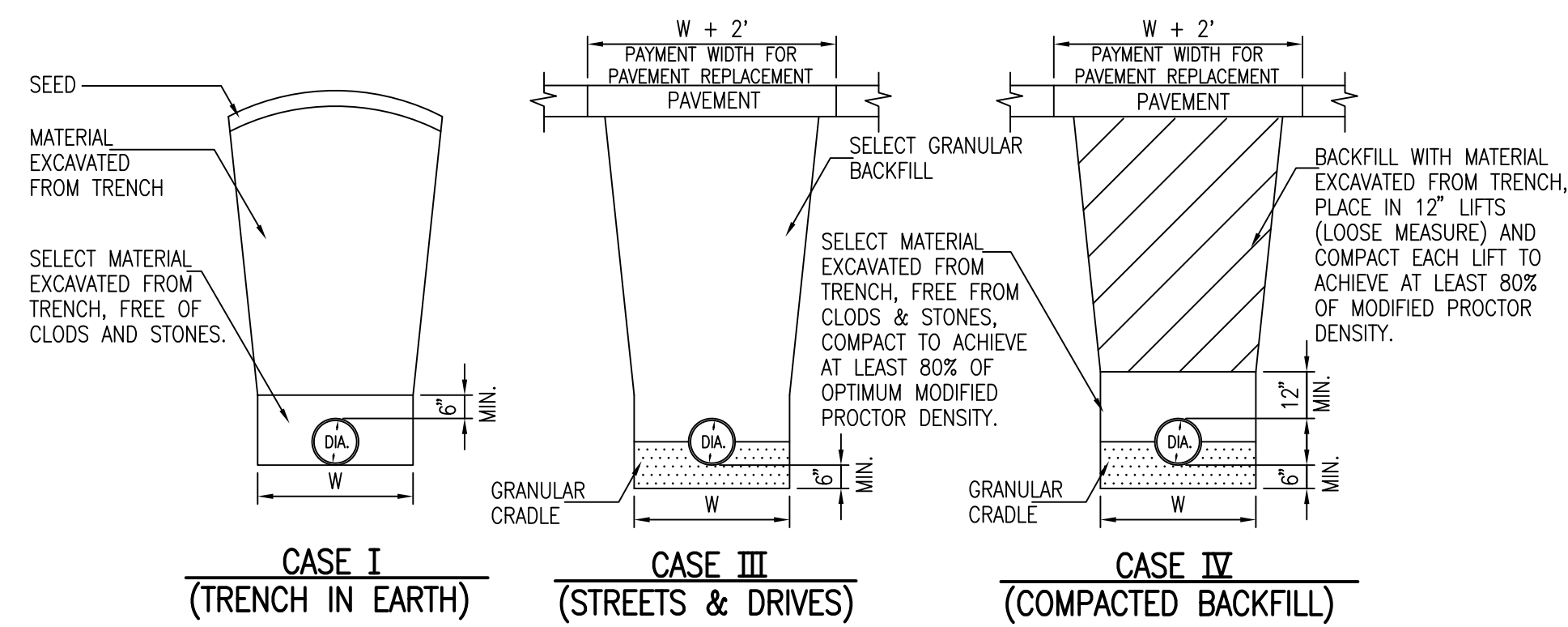
CAST IRON VALVE BOXES & TRACER WIRE DETAIL

NOT TO SCALE

SPECIFICATIONS: CAST IRON VALVE BOX MADE BY "TYLER" 5 1/4" WITH SCREW TYPE ADJUSTMENT

EXECUTION: EXECUTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.

KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, IL		CITY OF HIGHLAND STANDARD WATER MAIN DETAILS	
	Revisions	Survey	SHEET 7
		Design	
	Layout LAYOUT 1	Drawn	OF
	Plot Date 8-27-2020	Checked	
	Dwg File 2042-DTL	Date JUN. 2020	Job No. 2020.42



TRENCH BACKFILL DETAILS

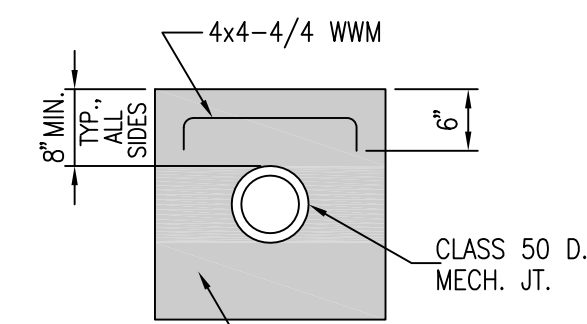
TRENCH NOTES:

- GRANULAR CRADLE SHALL BE REQUIRED AT LOCATIONS INDICATED ON DRAWINGS OR AS NOTED HEREIN.
- GRANULAR CRADLE SHALL COMPLY WITH REQUIREMENTS OF:
 - ASTM D2321, CLASS I, II, OR III.
 - GRADATION SHALL COMPLY WITH STANDARD R&B SPECIFICATIONS, CA15 OR CA16 UNLESS OTHERWISE APPROVED BY ENGINEER, EXCEPT THAT MAXIMUM PARTICLE SIZE SHALL NOT EXCEED 1/2 IN. SHARP, ANGULAR PARTICLES THAT MAY CAUSE NOTCHING OF THE PIPE SHALL BE EXCLUDED.
- SELECT GRANULAR BACKFILL SHALL BE IDOT GRADATION FA-6 SAND.
- TRENCHES SHALL BE AS NARROW AS PRACTICAL FOR SAFE AND PROPER PIPE INSTALLATION. TRENCH SIDES SHALL BE VERTICAL TO A POINT 1' ABOVE TOP OF PIPE. ABOVE THAT POINT THE TRENCH SIDES MAY SLOPE AND SHALL COMPLY WITH OSHA AND OTHER REGULATIONS. THE CONTRACTOR SHALL ASSUME FULL LIABILITY AND RESPONSIBILITY FOR SAFE AND WORKMANLIKE EXECUTION OF THE WORK.
- FOR UNIT PRICE CONTRACTS:

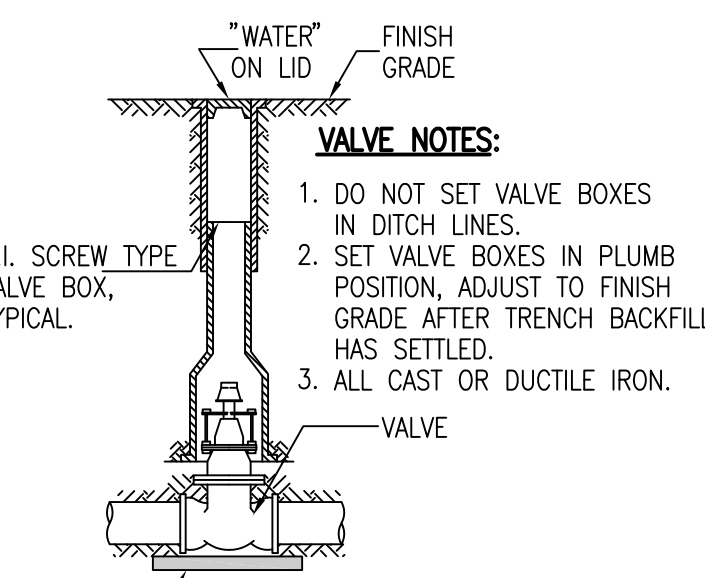
PIPE DIA.	MAX. TRENCH WIDTH AT & BELOW TOP OF PIPE
6"	3'-7"
8"	3'-9"
10"	4'-0"
12"	4'-2"
14"	4'-4"
15"	4'-6"
16"	4'-7"
18"	4'-9"
20"	4'-11"
21"	5'-1"
22"	5'-4"
27"	5'-8"
30"	5'-9"

QUANTITIES FOR THE ITEMS LISTED BELOW SHALL BE COMPUTED AS FOLLOWS:

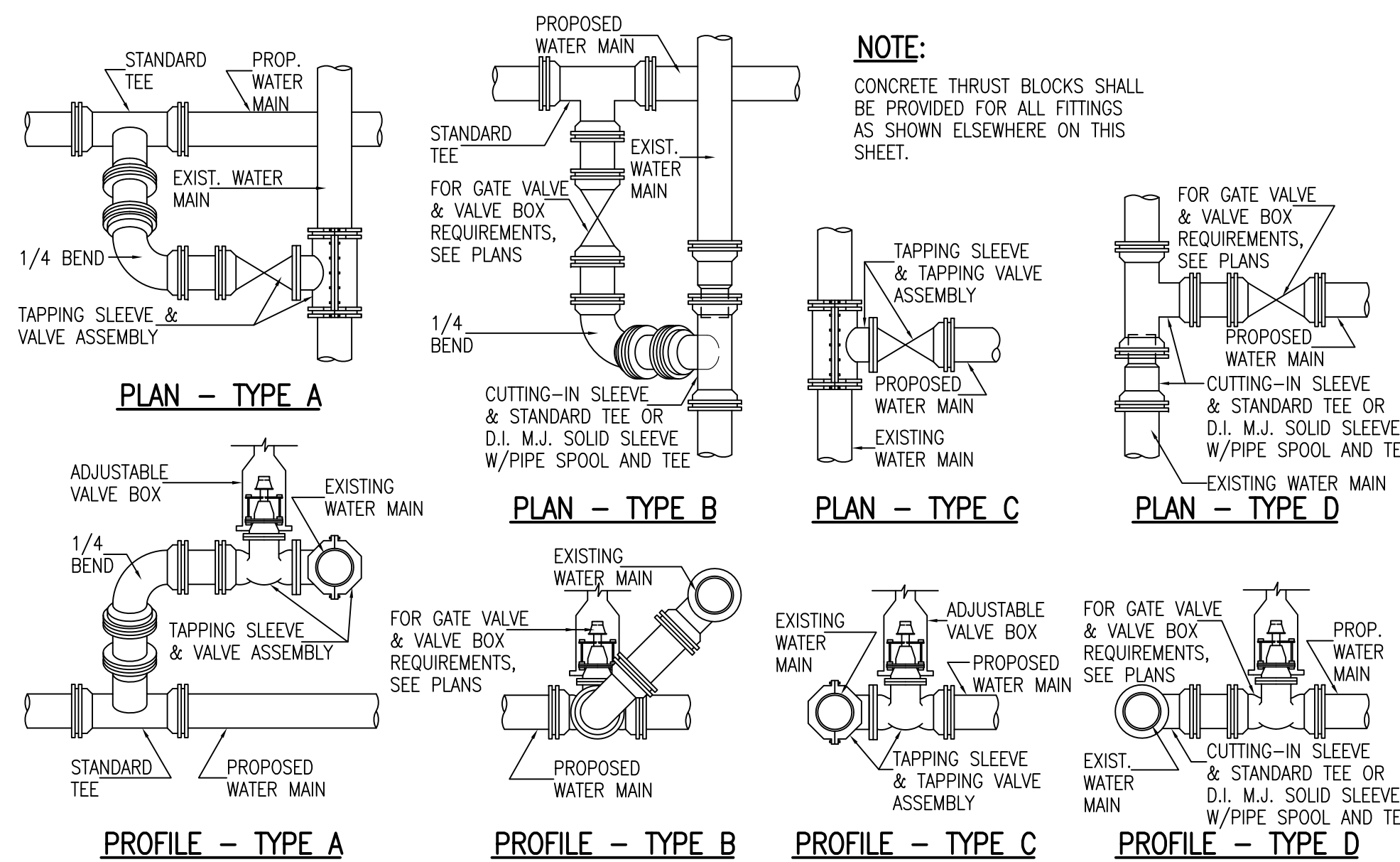
- GRANULAR CRADLE
 - ACTUAL LENGTH & WIDTH OF EXCAVATION SHALL BE MEASURED EXCEPT MAX. WIDTH FOR PAYMENT PURPOSES SHALL NOT EXCEED THE LIMITS SHOWN IN TABLE 1.
 - THICKNESS SHALL BE BASED ON MINIMUM THICKNESS SHOWN IN TRENCH BACKFILL DETAILS.
 - SELECT GRANULAR CRADLE
 - ACTUAL LENGTH & WIDTH OF EXCAVATION SHALL BE MEASURED EXCEPT MAX. WIDTH FOR PAYMENT PURPOSES SHALL NOT EXCEED THE LIMITS SHOWN IN TABLE 1.
 - THICKNESS SHALL BE MEASURED IN THE FIELD AT INTERVALS DETERMINED BY ENGINEER REPRESENTATIVE OF CHANGES IN DEPTH.
 - PAVEMENT REPLACEMENT
 - ACTUAL LENGTH & WIDTH OF PAVEMENT REPLACEMENT EXCAVATION SHALL BE MEASURED, EXCEPT MAX. WIDTH FOR PAYMENT PURPOSES SHALL NOT EXCEED THE LIMITS SHOWN IN TABLE 1 & TRENCH BACKFILL DETAILS.
 - THICKNESS SHALL BE BASED ON MINIMUM THICKNESS SPECIFIED FOR THE PAVEMENT.
6. STREET SURFACES SHALL BE COMPLETELY RESTORED OVER FULL WIDTH OF AREA DISTURBED BY CONSTRUCTION. COST OF COMPLETE RESTORATION SHALL BE INCLUDED IN UNIT PRICE BID FOR ITEMS WITHIN TRENCH WIDTH PAY LIMITS SHOWN ON THE PLANS, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.



CONCRETE ENCASEMENT DETAIL



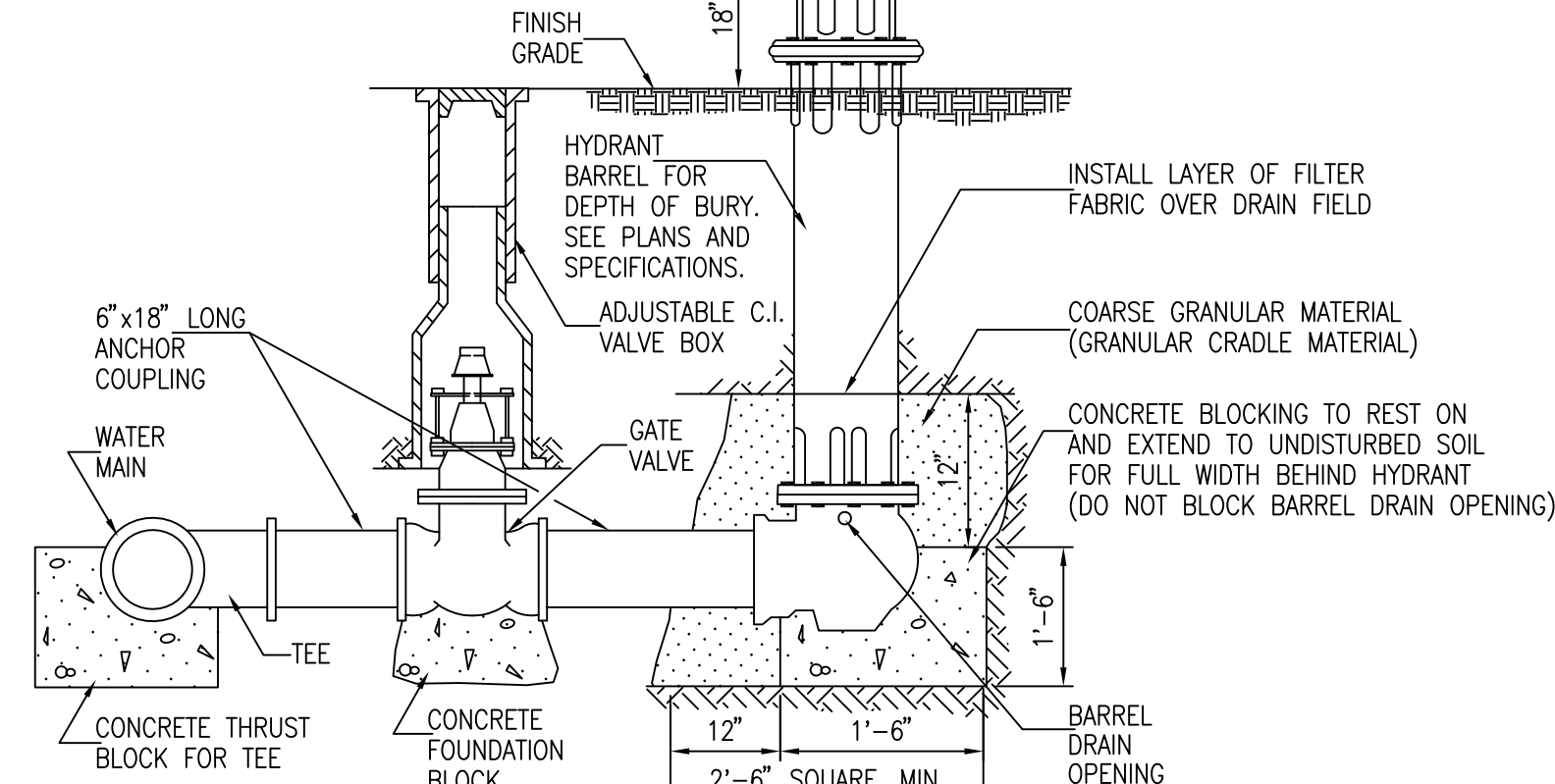
TYPICAL VALVE BOX INSTALLATION



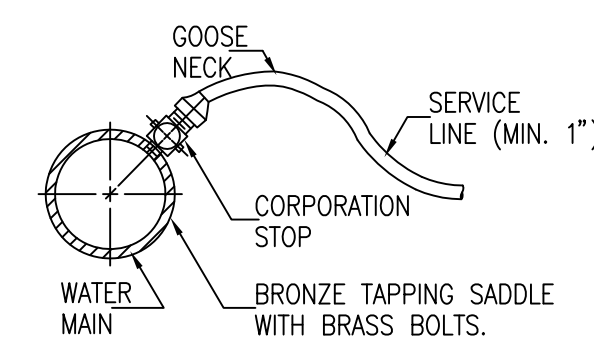
INTERCONNECTION DETAILS

HYDRANT NOTES:

- SEE PLANS FOR HYDRANT SIZE/TYPE.
- SET HYDRANT SO THAT NOZZLES FACE STREET (ADJUST AS REQUIRED).
- SET HYDRANT BARREL IN PLUMB POSITION.
- HYDRANT AUXILIARY VALVE SHALL BE OPEN DURING PRESSURE TEST.
- BRING CHLORINE SOLUTION INTO CONTACT WITH HYDRANT BARREL TO ACCOMPLISH DISINFECTION.
- SET BREAK-AWAY FLANGE 2" TO 4" ABOVE FINAL GRADE OF GROUND.



FIRE HYDRANT SETTING DETAIL



SERVICE CONNECTION GOOSE NECK DETAIL

PROPOSED WATER MAIN ABOVE EXISTING SEWER LINE WITH 18" MINIMUM SEPARATION.

NOTE: CLASS IV MATERIAL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY.

GUIDELINES

- OMIT SELECT GRANULAR CRADLE AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF PIPE AND USE SELECT EXCAVATED MATERIAL (CLASS III) & COMPACT FOR 10 FEET ON EITHER SIDE OF SEWER LINE.
- IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH & REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS III) & COMPACT.

PROPOSED WATER MAIN ABOVE EXISTING SEWER LINE WITH LESS THAN 18" SEPARATION.

NOTE: CLASS III MATERIAL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY.

GUIDELINES

- OMIT SELECT GRANULAR CRADLE AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF PIPE AND USE SELECT EXCAVATED MATERIAL (CLASS III) & COMPACT FOR 10 FEET ON EITHER SIDE OF SEWER LINE.
- IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH & REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS III) & COMPACT.
- USE A CASING FOR PROPOSED WATER MAIN AND SEAL ENDS OF CASING.
- POINT LOADS SHALL NOT BE ALLOWED BETWEEN WATER MAIN OR WATER MAIN CASING AND SEWER.

PROPOSED WATER MAIN BELOW EXISTING SEWER LINE WITH 18" MINIMUM SEPARATION.

NOTE: CLASS II MATERIAL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY.

GUIDELINES

- OMIT SELECT GRANULAR CRADLE AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF PIPE AND USE SELECT EXCAVATED MATERIAL (CLASS III) & COMPACT FOR 10 FEET ON EITHER SIDE OF SEWER LINE.
- IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH & REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS III) & COMPACT.
- PROVIDE ADEQUATE SUPPORT FOR EXISTING SEWER LINE TO PREVENT DAMAGE DUE TO SETTLEMENT.
- USE A CASING FOR PROPOSED WATER MAIN AND SEAL ENDS OF CASING.

WATER AND SEWER SEPARATION REQUIREMENTS (VERTICAL SEPARATION)

MINIMUM SEPARATION - WATER AND SEWER MAINS

VERTICAL SEPARATION - WATER MAINS AND SEWERS

- A WATER MAIN SHALL BE SEPARATED FROM A SEWER SO THAT ITS INVERT IS A MINIMUM OF 18 INCHES ABOVE THE CROWN OF THE DRAIN/SEWER WHENEVER WATER MAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATER MAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER/DRAIN CROSSED. A LENGTH OF WATER MAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER/DRAIN.
 - IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN (1) ABOVE; OR
 - THE WATER MAIN PASSES UNDER A SEWER/DRAIN.
- A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER/DRAIN AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED WHERE A WATER MAIN CROSSES UNDER A SEWER. SUPPORT THE SEWER/DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATER MAIN, AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER.
- CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE PERPENDICULAR DISTANCE FROM THE WATER MAIN TO THE SEWER/DRAIN LINE IS AT LEAST TEN FEET.

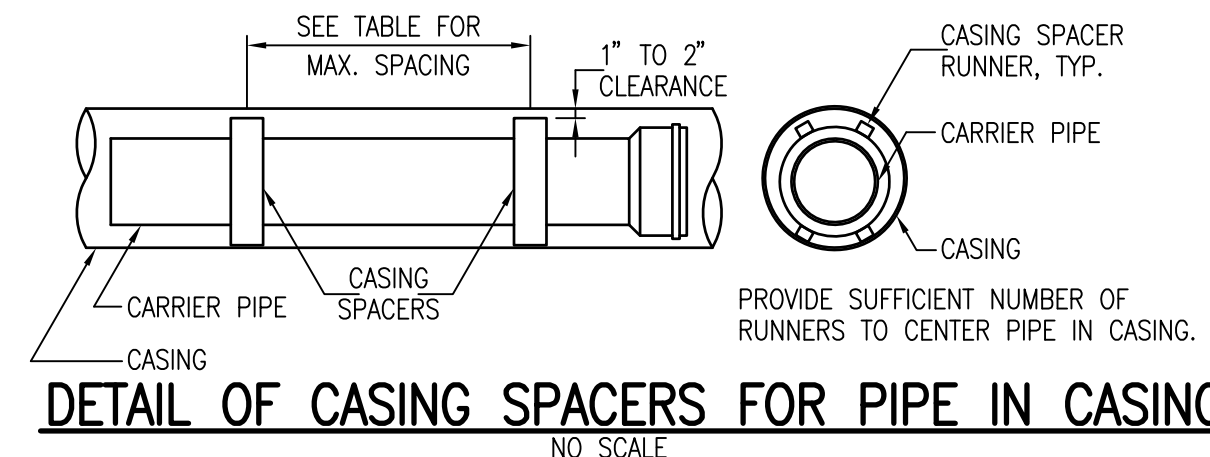
HORIZONTAL SEPARATION - WATER MAINS AND SEWERS

- WATER MAINS SHALL BE LOCATED AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER, COMBINED SEWER OR SERVICE CONNECTION.
 - LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN FEET; AND
 - THE WATER MAIN INVERT IS AT LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER; AND
 - THE WATER MAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER.
- WHEN IT IS IMPOSSIBLE TO MEET (1) OR (2) ABOVE, BOTH THE WATER MAIN AND DRAIN/SEWER SHALL BE CONSTRUCTED OF MECHANICAL JOINT DUCTILE IRON PIPE, OR PVC PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION. THE DRAIN/SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING.

CASING SPACERS SPACING TABLES

NOMINAL WATER MAIN DIAMETER	MAXIMUM SKID SPACING
4"	4.7'
6"	6.3'
8"	7.4'
10"	8.5'
12"	9.6'
14"	10.0'
16"	10.0'
18"	10.0'
20"	10.0'
24"	10.0'
30"	10.0'
36"	10.0'

WHEN PIPE IS INSTALLED IN CASINGS, USE CASING SPACERS TO PREVENT DAMAGE TO PIPE AND BELL JOINTS DURING INSTALLATION AND TO PROVIDE PROPER LONG-TERM LINE SUPPORT. PIPE IN CASINGS SHALL NOT REST ON BELLS. CASING SPACERS SHALL PROPERLY POSITION THE PIPE IN THE CASING.



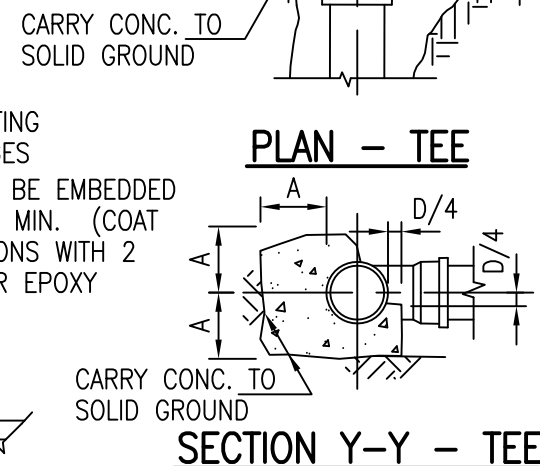
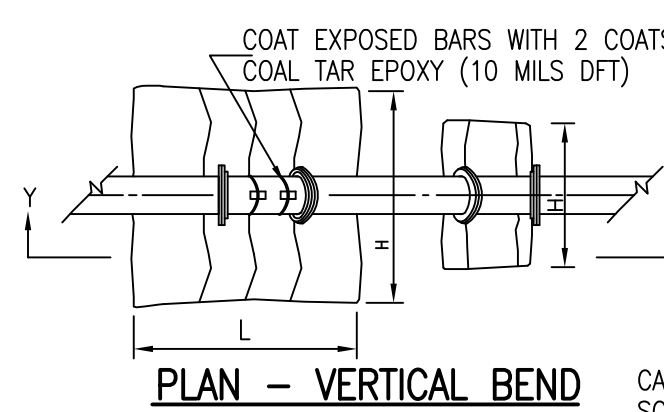
DETAIL OF CASING SPACERS FOR PIPE IN CASING

GENERAL NOTES:

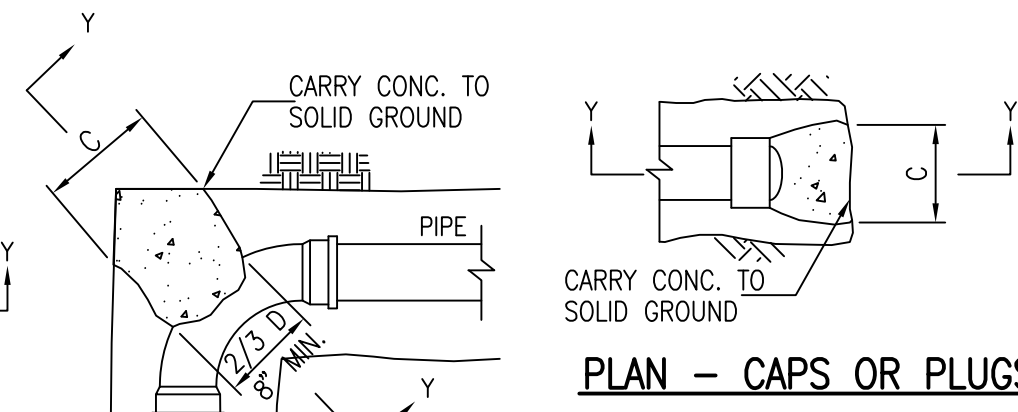
- SEE PLANS AND SPECIFICATIONS FOR PIPE SIZE AND TYPE.
- DETAILS ON THIS SHEET ARE NOT DRAWN TO SCALE.
- DETAILS SHOWN ON THIS SHEET ILLUSTRATE THE ENGINEER'S INTENT. THE CONTRACTOR MAY ALTER THE ACTUAL CONSTRUCTION TO SUIT FIELD CONDITIONS PROVIDED THE ALTERNATIVES ARE APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY CHANGES INSTIGATED BY THE CONTRACTOR.
- COST OF ALL FITTINGS REQUIRED TO ACCOMPLISH CONSTRUCTION SHALL BE INCLUDED WITH UNIT PRICE FOR PIPE, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- CONTRACTOR SHALL USE RUBBER STREET PADS ON BACKHOE FEET DURING ALL OPERATIONS ON THIS PROJECT.
- USE OF PVC VALVE BOXES SHALL NOT BE PERMITTED.

THRUST BLOCK DIMENSION TABLE

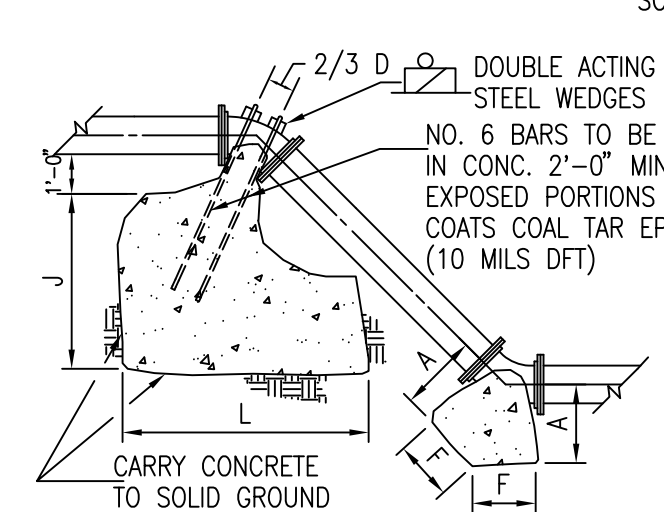
D	A	B	C	F	G	H	J	L
6" & SMALLER	8"	11"	1'-3"	8"	8"	2'-6"	2'-6"	3'-0"
8"	9"	1'-2"	1'-8"	10"	9"	3'-0"	2'-9"	4'-0"
10"	10"	1'-6"	2'-1"	1'-0"	1'-0"	4'-0"	3'-0"	4'-6"
12"	1'-0"	1'-10"	2'-6"	1'-3"	1'-0"	4'-6"	3'-6"	4'-9"
14"	1'-2"	2'-2"	3'-0"	1'-6"	1'-2"	5'-0"	3'-9"	6'-0"
16"	1'-3"	2'-4"	3'-4"	1'-8"	1'-4"	5'-2"	4'-0"	6'-6"
18"	2'-6"	3'-2"	5'-4"	1'-10"	2'-8"	5'-6"	4'-6"	7'-0"
20"	2'-10"	3'-6"	6'-0"	2'-0"	3'-0"	6'-0"	5'-0"	7'-8"



SECTION Y-Y - TEE



SECTION Y-Y - HORIZONTAL BEND



SECTION Y-Y - VERTICAL BEND (1/8\"/>

TYPICAL THRUST BLOCK INSTALLATIONS

SECTION Y-Y - HORIZONTAL BEND

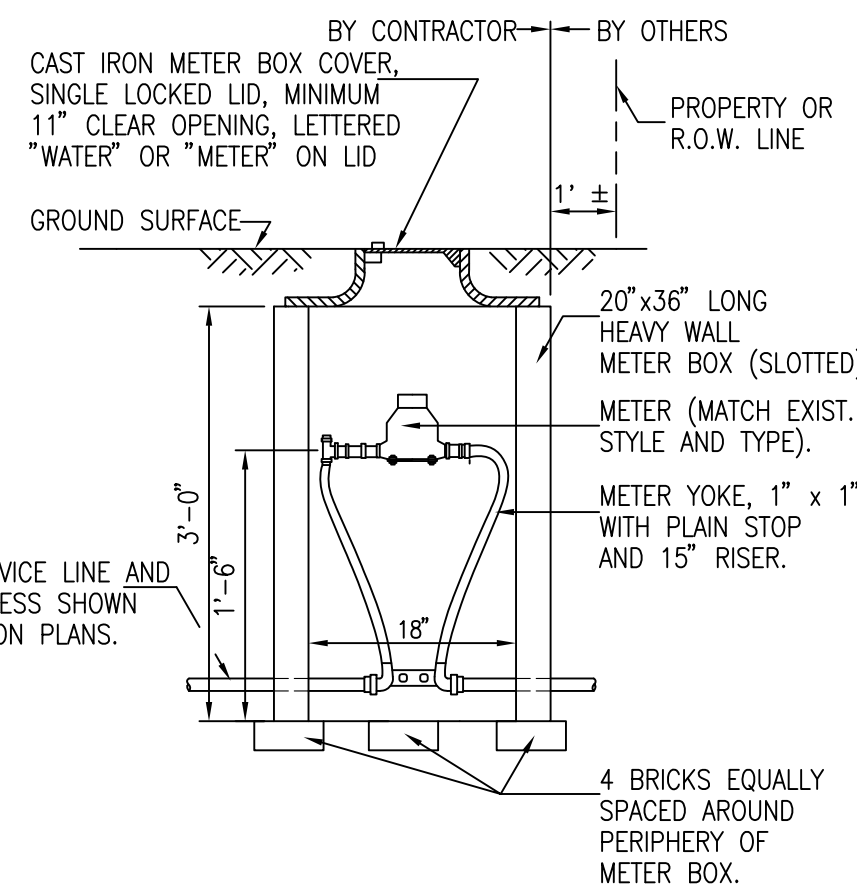
PLAN - CAPS OR PLUGS

SECTION Y-Y - CAPS OR PLUGS

NOTES:

- ALL BLOCKS BEAR AGAINST UNDISTURBED EARTH.
- ARROWS INDICATE DIRECTION OF THRUST.
- ALL THRUST BLOCKS TO BE POURED IN PLACE CONCRETE WITH MIN. 28 DAY COMPRESSIVE STRENGTH OF 3500 PSI. CONCRETE SHALL HAVE A MIN. CLEARANCE OF 2" FROM MECHANICAL JOINT ACCESSORIES

TYPICAL METER INSTALLATION (OUTSIDE)



KEEVEN WATER MAIN REPLACEMENT, PW-03-20 CITY OF HIGHLAND, ILLINOIS		TYPICAL WATER MAIN DETAILS		
				Revisions
		Design	SHEET	
		Layout	Drawn	8
		Plot Date	Checked	OF
		Dwg File	Date	Job No.
		2042-WTR	JUN. 2020	2020.42

SPECIFICATIONS & PROJECT MANUAL

**KEEVEN WATER MAIN REPLACEMENT
PW-03-20**

FOR

**CITY OF HIGHLAND
MADISON COUNTY, ILLINOIS**

IEPA Permit No.: 1391-FY2020

2020.42 Design

2020.43 Bid

2020.44 Construction Guidance

Submittals:

ISSUED FOR BID:

BIDS DUE:

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END TOC

DIVISION O - BIDDING & CONTRACT REQUIREMENTS
Section 00030 - Advertisements for Bids

City of Highland, Illinois
Notice of Municipal Letting
Keeven Water Main Replacement, PW-03-20

The City of Highland, Illinois invites sealed bids for the construction of Keeven Water Main Replacement, PW-03-20 to be received at City Hall, 1115 Broadway, Highland, Illinois until _____ . At that time, bids will be publicly opened and read.

Description of Work: Installation of approximately 4,200 lf of 8" PVC Water Main. Work also includes directional boring water mains, valve interconnect, service reconnections, hydrant, valves, and miscellaneous water main appurtenances.

Location: Adjacent to Illinois Route 143 West of Highland

The contract and bidding documents may be examined at the following locations:

Department of Public Works, 1113 Broadway, Highland, IL 62249
Curry & Associates Engineers, Inc., 243 E. Elm, Nashville, IL 62263.
Southern Illinois Builders Assoc., 1468 Green Mount Road, O'Fallon, IL 62269.
Southern Illinois Builders Assoc., 1519 E. Deyoung, Suite B, Marion, IL 62959.

Copies of the contract and bidding documents for purpose of bidding may be obtained at the office of Curry & Associates Engineers, Inc., P.O. Box 246, 243 E. Elm, Nashville, IL 62263, (ph. 618-327-8841), upon payment of \$150.00 for each set. Bidders returning the documents within 10 days of the bid opening date will be refunded their deposit payment in full; bidders not returning the documents within ten days of the bid opening date shall not be entitled a refund on their deposit payment.

The project is a "public work" within the meaning of Section 2 of the Prevailing Wage Act (820 ILCS 130/2) and is a prevailing wage job.

By the order of the Mayor and City Council

END 00030.

00030AFB-1

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS
Section 00031 - Instructions to Bidders

1. Defined Terms

1.1. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (00900) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive base Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum stated in the Advertisement for Bids may be obtained from Engineer. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within ten (10) days after opening of Bids.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purposes of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders

3.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request for written evidence, such as financial data, previous experience, present commitments and other such data as may be called for. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and neither the Owner nor the Engineer assumes responsibility for the accuracy or completeness thereof.

4.3. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effects.

5.2. Addenda may also be issued to modify Bidding Documents as deemed advisable by Owner or Engineer.

6. Bid Security

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the

Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time

7.1. The number of days within which, or the dates by which, the Work is to be substantially complete and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form.

8. Liquidated Damages

8.1. Provisions for liquidated damages are set forth in 00800. Bidders shall also take note of provisions for paying costs of excess engineering in event Work is not complete within specified time period.

9. Substitute or "Or Equal" Items

9.1. The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution shall be considered unless written request for approval has been submitted by the Bidder and has been received by Engineer at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

10. Subcontractors, Suppliers and Others

10.1. No Contractor shall employ any Subcontractor, Supplier, and other person or organization whom Owner has reasonable objection.

11. Bid Form

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained

from Engineer.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. All names must be typed or printed below the signature.

11.5. The Bid must contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form by Bidder).

11.6. The address and phone number for communications regarding the Bid must be shown.

12. Submission of Bids

12.1. Bids shall be submitted at the time and place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Owner will not accept bids submitted by telefax or other forms of telecommunications.

13. Modifications and Withdrawal of Bids

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.

13.2. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

14.1. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance

15.1. All bids will remain subject to acceptance for sixty calendar days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contract

16.1. Owner reserves the right to reject any and all Bids, and to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Bidding Documents. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest, qualified, responsible, responsive base Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty calendar days after the day of the Bid opening.

17. Contract Security

17.1 Paragraph 6.01 of the General Conditions sets forth the Owner's requirements as to

performance and payment bonds. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. Signing of Agreement

18.1. When Owner gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with required Bonds and certificates of insurance described in 00800. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

END 00031

Attachment to Instruction to Bidders

If the Contract is awarded, it will be awarded by the Local Public Agency (Owner) to the low, responsive, responsible Bidder on the basis of the lowest Base Bid. Consideration of alternate bids and/or major items of equipment bids, if any are selected, will be made after a base bidder has been selected.

All Bids must be regular in every respect, and no interlineations, excisions, or special conditions shall be made or included in or attached to the Bid form by the Bidder. If a Bidder does not comply with this provision, the Bid shall be rejected as being non-responsive.

Neither the Owner nor the Engineer shall be obligated to send written communications to Bidders, subcontractors, or suppliers by means other than regular mail. If the Owner or Engineer choose to submit communications by other means, such as telecommunications, it will be done at their option and sole discretion.

The Engineer will not issue partial sections of the bidding documents to any contractor, subcontractor, or supplier. Persons requesting such information shall follow the procedure outlined in the Advertisement for Bids.

Addenda or other communications to bidders shall be issued no later than three (3) business days prior to the bid date, after which time the Engineer will issue no further information to bidders.

End Attachment

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____, 2021 by and between
City of Highland (hereinafter called the OWNER) and

(hereinafter called the CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Keeven Water Main Replacement
PW-03-20

Article 2. ENGINEER.

The Project has been designed by Curry & Associates Engineers, Inc. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be substantially complete including final seeding and grading by May 31, 2021.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred and 00/100 - - - - - dollars (\$ 100.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect,

refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER One Hundred and 00/100 - - - - - (\$ 100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

CONTRACTOR'S Bid attached as Exhibit A.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and provided under Articles F and P of the Supplementary General Conditions, 00800 of Specifications.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraphs 2.03 and 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. CONTRACTOR shall furnish lien waivers with each request for payment after the first payment request.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with article 15 of the General Conditions and in accordance with articles F and P of the Supplementary General Conditions, 00800 of the specifications.

90 % of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEERS, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in article 15 of the General Conditions and articles F and P of the Supplementary General Conditions, 00800 of specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with article 15 of the General Conditions and articles F and P of the Supplementary General Conditions, 00800 of specifications.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with article 14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said article 15 and said articles F and P of the Supplementary General Conditions, 00800 of specifications.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the specifications and/or as shown on the drawings, as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the specifications of the extent of the technical data contained in such reports and drawings.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost,

progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provision of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 00032-1 to 00032-6).

8.2. Exhibits to this Agreement (pages ____ to ____).

8.3. Performance and other Bonds.

8.4. Specifications bearing the title:

Keeven Water Main Replacement PW-03-20

and consisting of ____ divisions and ____ pages, as listed in table of contents thereof.

8.5. Drawings, consisting of a cover sheet and sheets numbered ____ through ____, inclusive with each sheet bearing the following general title:

Keeven Water Main Replacement
PW-03-20

8.6. Addenda numbers _____ to _____, inclusive.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed the Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2021.

OWNER: City of Highland _____

1115 Broadway _____

Highland, IL 62249 _____

BY: _____

ATTEST: _____

(SEAL)

CONTRACTOR: _____

BY: _____

ATTEST: _____

(SEAL)

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS
Section 00050 - Standard Documents for Construction

1. GENERAL

1.01. DESCRIPTION

A. Related requirements specified elsewhere in other documents which are made a part of this Contract where specifically referred to herein:

1. Standard Specifications for Road & Bridge Construction, April 1, 2016 and addenda, Illinois Dept. of Transportation, as amended, hereinafter referred to as "Standard R&B Specifications". (Pay items and Section 100 do not apply unless noted otherwise.) Available from:

Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764

2. Standard Specifications for Water & Sewer Main Construction in Illinois, June, 2014, hereinafter referred to as "Standard W&S Specifications." (Pay items, Division I, and "Division VI do not apply unless noted otherwise.) Available from:

The Associated General Contractors of Illinois
3219 Executive Park Drive
P.O. Box 2579
Springfield, IL 62708

Illinois Municipal League
1220 South Second Street
Springfield, IL 62703

Illinois Society of Professional Engineers
612 South Second Street
Springfield, IL 62704

3. AWWA Standards
American Water Works Association (AWWA)
6666 West Quincy Avenue
Denver, CO 80235

4. ASTM Standards

American Society for Testing Materials
1916 Race Street
Philadelphia, PA 19103

5. IEPA
Illinois Environmental Protection Agency
P.O. Box 19276
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
6. ACI
American Concrete Institute
22400 West Sevenmile
Detroit, Michigan
7. CRSI
Concrete Reinforcing Steel Institute
228 North LaSalle
Chicago, IL 60601
8. PCA
Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077
9. NFPA
National Fire Prevention Association
470 Atlantic Avenue
Boston, MA 02210
10. NSF Standards
National Sanitation Foundation
3475 Plymouth Road
P.O. Box 1468
Ann Arbor, Michigan 48106

B. Related requirements specified elsewhere, herein:

1. 00800 - Supplementary General Conditions.
2. 01010 - Project Summary.
3. Respective Specifications Section.

1.02. BIDDER/CONTRACTOR RESPONSIBILITY

- A. Bidder/Contractor shall be responsible for obtaining and complying with requirements specified elsewhere as referenced herein.
- B. Bidder/Contractor shall be responsible for assuring compliance with editions of referenced specifications current and in effect at time/date of advertisement for bids for this work.

END 00050.

BID FOR UNIT PRICE CONTRACT

Proposal of _____ (hereinafter called "Bidder") organized and existing under the laws of the State of Illinois, or an individual doing business as. To the City of Highland (hereinafter called "Owner").

Greetings:

The Bidder, in compliance with your invitation for bids for the construction of Keeven Water Main Replacement Pw-03-20, having examined the plans and specifications with related documents and the site of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal in part.

Bidder hereby agrees to commence under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to have project substantially complete with all water mains in service and all final seeded completed by May 31, 2021 as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and/or shown on the plans, for the following unit prices:

Keeven Water Main Replacement, PW-03-20				
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1		LF		#VALUE!
8" DR18 PVC Open Cut Water Main w/ Tracer Wire				
2		LF		#VALUE!
8" Restrained Joint DR 18 PVC Water Main Directional Bored into Place w/ Tracer Wire				
3		EA		#VALUE!
8" Gate Valve and C.I. Box				
4		EA		#VALUE!
8" Valved Interconnect and C.I. Box				
5		EA		#VALUE!
6" 3-Way Fire Hydrant with Auxillary Gate Valve and C.I. Box				
6		EA		#VALUE!
1" Water Service Replacement (Includes Tapping Saddle, Corp. Stop, Box, Yoke, Lid and other fittings required to complete transfer). Meter provided by City and installed by Contractor.				
7		EA		#VALUE!
1" Water Service Reconnection (Includes Tap, Corp. Stop, Curb Stop and Connection to Existing Service Line)				
8		LF		#VALUE!
1" Type K Copper Service Line Directional Bored into Place				
9		LF		#VALUE!
1" Type K Copper Service Line (Open Cut)				
10		EA		#VALUE!
8" Cap				
11		EA		#VALUE!
Temporary 8" cap during pressure test and subsequent non-pressure connection to existing water main.				
12		Tons		#VALUE!
CA-7 granular cradle and backfill				
13		Tons		#VALUE!
CA-6 compacted aggregate base course				
14	1	LS		\$0.00
Final Grading, Seed, and Mulch				

Total =

Amount Written Out _____ Dollars

UNIT PRICES GOVERN

Name of PVC Pipe Manufacturer: _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond as required by the Contract Documents. The bid security attached in the sum of

The **BIDDER** shall provide the following insurance Information:

Insurance Agency Name: _____

Address: _____

Phone No. _____

The Engineer shall forward a copy of the Contractor's bonding and insurance requirements for this project to the agent in order to expedite the Contractor's compliance with said requirements. Second and subsequent certificate reviews shall be subject to penalty as stated in Article C.11. of Section 00800 of the specifications.

BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATING CONVICTIONS

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (Ill. Rev. Stat. 1987, Ch. 38, par. 33E-3, 33E-4), and WHEREAS, Section 33E-11 of the Criminal Code (Ill.Rev. Stat. 1987, Ch. 38, par. 33E-11) requires bidders and contractors awarded bids to certify on a form provided by the unit of local government or school district that they are no barred from public contracting due to bid-rigging or bid rotating convictions. NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned is not barred from bidding on or entering into public contracts pursuant to bids due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of the certification will be reported to the above named public body, in writing, within seven (7) days of such conviction, if it occurs

Respectfully submitted:

By: _____
(Title)

(Seal if bid is _____
a corporation) (Business Address & Zip Code)

(Phone)

(FEIN)

(Fax)

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS
Section 00800 - Supplementary General Conditions

ARTICLE A. SHOP DRAWINGS:

In addition to requirements of the General Conditions, shop drawings shall conform to this Article, and this Article shall govern.

The Contractor shall be responsible for prompt submittal of shop drawings. Within a period of ten (10) days after Contract award, the Contractor shall submit a schedule indicating the dates that each shop drawing set will be submitted for review and time intervals in weeks required for delivery of each item of equipment, materials, etc. after the manufacturer receives shop drawings which the Engineer has not taken exception to.

Delays in submittal or resubmittal of shop drawings or regarding delivery of equipment, materials, etc. which cannot be justified to the satisfaction of the Engineer shall be considered grounds for rejection of that manufacturer's product system thus requiring the Contractor to resubmit shop drawings for that product system from another acceptable manufacturer. If such delays contribute to delay of contract completion beyond the specified number of calendar days, liquidated damages as defined in the Agreement shall be assessed.

A minimum of eight (8) sets of shop drawings size eight and one-half inches by eleven inches (8 1/2" x 11") and smaller shall be submitted to the Engineer by the Contractor. The Engineer, after reviewing, will retain four (4) sets and return four (4) sets to the Contractor.

On a limited basis where timing is critical and only after Engineer pre-approval, shop drawings may be submitted via email in PDF format. Hard Copies must follow submittals.

The cost of shop drawing preparation and submittal to the Engineer shall be included with the bid price for the item covered on the shop drawings and no additional compensation will be allowed.

All shop drawings must be complete in every detail, properly identified with the name of the project; location within the project; supplier's name, address and telephone number, dated, and each submittal shall be accompanied by a letter of transmittal referring to the name of the project and to the plan and/or specification page number for identification of each item.

Any shop drawings submitted without the Contractor's stamp of approval, and shop drawings which, in the Engineer's opinion are incomplete, contain numerous errors, have not been checked by the Contractor, will be returned to the Contractor requesting the Contractor to return submittal only after same has been placed in good order.

The Contractor is advised that in the event of a third submittal of shop drawings for a particular item becomes necessary, due to previous submittals of incomplete or incorrect shop drawings which are not in accordance with the intent of the Plans and Specifications, the Contractor will be

charged one-half of the cost incurred by the Engineer for review of the third submittal. The total cost incurred by the Engineer for subsequent additional reviews shall be borne by the Contractor.

Shop drawing resubmittals shall be made as rapidly as practicable and shall not exceed twenty (20) days after the date upon which the submittal drawings were returned to the Contractor for resubmittal. Submit shop drawings for:

- Water Main Piping
- Water Main Fittings
- Tracer Wire
- Water Service Fittings and appurtenances
- Hydrants
- Valves

Any equipment or materials requested by Engineer

ARTICLE B. PLANS AND SPECIFICATIONS ON THE WORK:

The Contractor shall keep one copy of the Plans, Specifications and/or Project Manual, Addenda, Manufacturer's Instructions, Change Orders, and approved Shop Drawings on the Work Site, in good order, available to the Engineer and to its representatives. These documents shall be annotated by the Contractor to show all changes made during the construction process.

ARTICLE C. INSURANCE:

In addition to requirements of the General Conditions, Contractors and Subcontractors shall purchase and maintain insurance in compliance with the following insurance requirements prior to commencement of any Work:

1. Builders Risk/Installation Floater "All Risk" Insurance Coverage (including without limitation, coverage for earthquake, flood, fire, water damage, collapse, malicious mischief, vandalism, sprinkler - water line - sewer line and other piping leakage, and all those perils included from time to time in the so-called "broad form extended coverage endorsement") shall be purchased and maintained by Contractor. Such insurance shall provide coverage for the full replacement value of loss or damage to the work and improvements which is the subject of the Construction Contract. Such insurance may have a deductible clause, not to exceed \$5,000., except that the earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the project is located. Contractor shall be solely responsible for all deductible amounts of the losses or damages.

2. Compensation Insurance - Worker's Compensation Insurance for all of its employees employed at the site of the Project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations together with the minimum Employer's Liability Limit of \$500,000. In case any work is sublet, the Contractor shall require the Subcontractor to

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similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees of Contractor or any Subcontractor engaged in Work under this Contract at the site of the Project is not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide all such employees with Employer's Liability Insurance for the protection of said employees.

3. (a) Commercial (Formerly known as Comprehensive) General Liability Insurance a Premises and Operations coverage insuring against claims and damages because of bodily injury and property damage in or about the Project site and/or related, directly or indirectly, to the Work, with a general aggregate limit of \$2,000,000. and Each Occurrence limit of \$1,000,000.

(b) Insurance Covering Special Hazards - The following special hazards shall be covered by the Contractor, whose work involves these hazards, by rider or endorsement to the Commercial General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove:

(i) Blasting, Explosion, and Collapse and Underground Hazard.

(ii) Damage to Underground Utilities.

(iii) Trucking and Motor Vehicle Operations.

(iv) Owner's Protective Liability Insurance.
(Independent Contractor coverage.)

(v) Products-Completed Operations Hazard.

(vi) Any other hazards involved in the Work to be performed under the Contract, which, in the opinion of the Owner and/or Engineer at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

(c) Coverage shall remain in effect for at least (2) two years after completion of work.

4. Comprehensive Auto Liability - Contractor shall purchase and maintain such coverage for all owned, non-owned and hired vehicles under control of the Contractor or its Subcontractors with the minimum limits of liability to be \$1,000,000. each person and \$1,000,000. each occurrence for Bodily Injury and \$1,000,000. each occurrence for Property Damage, commonly referred to as combined single limit of \$1,000,000.

5. Subcontractor's Insurance - The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Commercial General Liability. Subcontractors shall also be required to take out and maintain Auto Insurance in like amounts to

that required of the Contractor on all vehicles operated by each Subcontractor on the site of the Work.

6. Waiver of Subrogation and Release - With respect to all insurance as required to be maintained by Contractor and/or Subcontractor as set forth hereinabove, Contractor hereby releases and waives, and shall cause all Subcontractors to release and waive, on behalf of themselves and their respective insurers, any and all rights of recovery against the Owner and Engineer, and their respective officials, directors, officers, employees, agents and representatives, for loss of or damage to Contractor or any Subcontractor or any third party to the extent that such loss or damage is insured against under any applicable insurance policy.

7. Owner's and Contractor's Protective (OCP) Liability Insurance - The Contractor shall purchase and maintain this coverage to cover claim demands, suits or judgements which the Owner or Engineer becomes obligated to pay as damages due to Bodily Injury or Property Damage caused by or arising out of operations performed under this contract by the Contractor. This insurance shall name the Owner and Engineer as named insureds. The Limit of Liability shall be at least \$1,000,000. each occurrence. The Policy shall be issued by an insurance company which is authorized to do insurance business in the State of Illinois, which has a Best's rating of B+ or better, and which is acceptable to the Owner. Original shall be filed with the Owner prior to commencement of any work under this contract.

8. Insured Parties - All of the insurance policies required to be purchased and maintained by Contractor and any Subcontractors set forth hereinabove (except Worker's Compensation insurance) shall name Owner and Engineer as additional insureds.

9. Certificate of Insurance - Prior to commencement of any Work, the Contractor shall cause to be delivered to Owner and Engineer, for their review and approval, certificates of insurance from the insurers, evidencing that all of the above-described insurance has been obtained by Contractor and all Subcontractors. All of such certificates of insurance shall (i) specify that the respective insurance policies shall not be canceled, modified or amended without and until thirty (30) days advance written notice is issued to Owner and Engineer, (ii) contain a specific acknowledgment of this Agreement and in the case of the certificate for the commercial general liability insurance, a specific acknowledgment of the contractual liability indemnification obligations of the insurers herein, (iii) evidence that the Owner and Engineer are additional insureds on the respective policies, and (iv) evidence the coverage amounts, deductibles and limits of each policy.

10. Indemnity Agreement - To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend Owner and Engineer, and their respective agents and employees, from and against any and all claims, damages (including direct, liquidated, consequential, incidental and other damages), losses and liabilities, including reasonable attorneys' fees, costs and expenses, of whatsoever kind or nature arising out of or resulting from the performance under or in connection with this contract, whether arising before or after completion of the work, provided that such claim, damage, loss or liability is attributable to bodily injury or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and provided further that the scope of this indemnity shall be limited to the extent the claim, damage, loss or liability was caused by

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any negligent act or omission of the Contractor, any Subcontractor of the Contractor, or anyone directly or indirectly employed by anyone for whose acts they or either of them may be liable. Owner's and Engineer's rights under this indemnification provision shall not be reduced by any sum or sums paid or payable by Contractor or others under the workers' compensation law. Nothing herein shall be construed in a manner inconsistent with the Illinois Anti-Indemnity Act.

11. The cost of purchasing and maintaining all insurance specified herein shall be included in the bid price submitted by the Contractor for this Project. The Contractor shall submit certificates of insurance to the Engineer for review. Incomplete and/or incorrect certificates shall be sent back to the Contractor and the Contractor shall resubmit corrected certificates. For the second and subsequent certificate reviews, the Contractor shall be charged \$100.00 for each certificate reviewed. Said charge shall be deducted from the Contract price for the purpose of reimbursing the Engineer for additional reviews.

12. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents, and the Contractor's non-compliance with the specified insurance requirements shall be just cause for the Owner to retain and collect the full amount of the Contractor's bid security, in addition to all other available relief. Neither the failure of the Owner or Engineer to secure the certificates of insurance or the original of the OCP policy, nor the failure to detect or to notify Contractor of any non-compliance with the insurance requirements herein, shall be treated as a waiver of any of the rights of Owner or Engineer.

13. All liability insurance which Contractor and the Subcontractors are required herein to purchase and maintain shall be on an occurrence basis and not a claims made basis. All such insurance shall be considered to be primary coverage.

14. To the extent of any conflict between the terms, provisions and conditions of these Supplemental Conditions, including but not limited to this Article C, and the terms, provisions and conditions of the General Conditions, the terms, provisions and conditions of these Supplemental Conditions shall prevail and be controlling.

ARTICLE D. GUARANTEES:

All work to be performed under this Contract shall be constructed in compliance with the Plans, Contract Documents, and standard construction codes, and must be guaranteed by the Contractor and the Surety for a period of one (1) year from date of final acceptance by Owner against defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project, the Contractor and its surety must guarantee that the type, quality, design and performance, will fully meet the requirements of the Specifications.

In placing order for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the Plans and Specifications, and that the

manufacturer will repair, or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance by the Owner.

Furthermore, the Contractor shall require that the manufacturer agree in writing, at the time the order for equipment is placed, that it will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that, whenever necessary, during the installation period or tuning-up period following construction period, the manufacturer will cooperate as may be necessary for initial successful operation, and will supply, without additional cost to the Owner, such superintendence and mechanical labor as may be necessary to make any adjustments, and supply additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the final shop drawings reviewed by the Engineer. Two (2) copies of each guarantee and agreement shall be furnished to the Owner by the Contractor.

ARTICLE E. ANALYSIS OF BID PRICES:

Within twenty days following the execution of the Contract Documents, the Contractor shall prepare and transmit to the Owner an original and three copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment or supplies to be incorporated into the projects. This breakdown, when approved, will be used primarily in determining payment due the Contractor on periodical estimates.

ARTICLE F. PAYMENTS WITHHELD:

At least twenty (20) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. No lien waivers will be required with the first payment request. For the second and subsequent payment requests, the CONTRACTOR shall submit lien waivers covering the prior payment request for all work, including but not limited to suppliers and subcontractors. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and the equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that

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the job is not proceeding satisfactorily, but amount previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still be completed.

The Owner may withhold from payment to the Contractor, in addition to the retained percentage, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the Work.
- (b) For defective Work not remedied.
- (c) For failure of the Contractor to make proper payments to its Subcontractor.
- (d) Reasonable doubt that this Contract can be completed for the balance then unpaid.
- (e) Evidence of damage to another Contractor.
- (f) For untested work or work not meeting specified test requirements.
- (g) In accord with provisions of Articles C-11 and P of this Section.

ARTICLE G. SUBCONTRACTS:

The Contractor shall notify the Owner in writing of the names of the subcontractor proposed on the Contract, and shall not employ any subcontractor until the Owner's approval in writing has been obtained.

The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Conditions of the Contract, the Plans and Contract Documents, as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

All subcontractors shall fully cooperate with the Contractor, Owner, and Engineer. The Contractor shall schedule and coordinate the work of all subcontractors.

ARTICLE H. SPECIFICATION DIVISION:

The separation in the Specifications of any of the Contract Division of the work into Sections is merely for the convenience of reference. Although such separation may facilitate the awarding of subcontracts by the Contractor, such separations are not intended and shall not be deemed to make the Engineer an arbitrator to establish subcontract limits between the Contractor and its subcontractor.

Each subcontractor shall carefully examine the Plans and Specifications to determine in what way its Work will be affected by the Work of other trades and exactly what work it will be required to perform in connection with the Work of other subcontractors.

ARTICLE I. JOB OFFICE AND STORAGE SHEDS:

No job office required for this project.

Contractor shall provide its own storage shed as required for its work.

ARTICLE J. SUBSTITUTIONS OF MATERIALS OR PROCESSES:

Whenever in the Specifications or on the Plans any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality of material, equipment, or article.

All bidders will submit their bid based on the use of the equipment indicated in the Specifications or on the Plans. If more than one manufacturer is listed in the Specifications or on the Plans for a piece of equipment, any one of those listed will be acceptable for the bid subject to evaluation by the Engineer.

Equipment or material manufacturers or supplier intending to quote to Contractors on substitute or alternate items must submit two (2) sets of drawings together with specifications, a detailed list of equipment to be furnished and a list of similar installations utilizing the proposed equipment or material which substantiates satisfactory performance. This material must be received by the Engineer at least ten (10) days prior to the Bid Opening Date.

Failure to submit adequate prebid material as described above shall be considered grounds for rejecting that substitute or alternate item and requiring the Bidder to provide the equipment or material specified within the bid and contract price.

No equipment or material of an experimental or not proven nature will be approved for use on this project.

If the alternate equipment manufacturer cannot guarantee the operation of any equipment without revisions to the Plans it shall furnish such revisions as required for review by the Engineer. Such revisions will be built by the Contractor within the contract price and no additional compensation will be allowed the Contractor for any work or design necessitated by changes so required.

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Refer to specification section on substitutions.

ARTICLE K. OPERATION & MAINTENANCE MANUALS:

Submit operation and maintenance manuals (three copies) to the Engineer for the following items:

Valves
Hydrants

The manuals shall include, but not be limited to, instructions for installation, spare parts lists, and related information to facilitate the Owner's maximum benefit from the units provided and furnished under this contract.

ARTICLE L. SAFETY AND HEALTH REGULATIONS:

"Safety and Health Regulations for Construction", and subsequent amendment thereto, as established by the Department of Labor shall govern the work to be performed under this Contract. The "Regulations" are comprised of Chapter XVII of Title 29. Code of Federal Regulations (CFR), Part 1926 (formerly Chapter XIII of Title 29, CFR, Part 1518).

Provide and maintain for project work and Engineer inspection access all scaffolding, hoists and/or temporary structures required for construction of project. Comply with Illinois Structural Work Act (Chapter 48, Illinois Revised Statutes, Sections 60-69, 1961). Take all necessary precautions for safety of employees and public and to prevent accidents. Erect and maintain all necessary safeguards for protection of persons at site, adjacent structures, and project components. Post and maintain danger signs warning of hazards.

Contractor shall be responsible for running safe job and for all safety procedures. Supervision and control of all work procedures and safety procedures shall be under the direct responsibility of the Contractor, including such procedures for the Contractor's employees and subcontractors and their employees. Neither the Owner nor Engineer, nor their agents, servants, and employees, shall be construed as having authority or responsibility to direct the working and safety procedures of the Contractor, including those procedures of the Contractor's employees and subcontractors and their employees.

ARTICLE M. MINIMUM WAGE RATES & PAYROLL RECORDS, USE OF ILLINOIS LABOR FOR PUBLIC WORKS PROJECTS:

The project shall be subject to the State of Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and hiring preference shall be given to Illinois citizens. Not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under the contract, and all payment and performance bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Illinois Dept. of Labor prevailing wage rates for the counties in which work items are to be performed

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shall apply. Portions of the work are located in Marion County and in Clinton County. The current prevailing wage rates (as of the date of advertisement of this project) for Clinton and Marion Counties, Illinois are attached at the end of this section 00800.

The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the Owner shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically if acceptable to the Owner, a certified payroll to the Owner of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the Owner of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

In accord with the Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01), the Contractor shall provide documentation to the Owner certifying that at least fifty percent (50%) of the total labor hours performed to complete the project were performed by actual residents of the State of Illinois. In periods of excessive unemployment, the contractor shall also provide to the Owner documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project.

The contractor shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security and retirement and health benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services under this contract.

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ARTICLE N. LINES AND LEVELS:

The Owner will establish the lot line and restrictions that are a matter of record. The responsibility for all other lines and levels necessary for the proper location and erection of buildings or apparatus rests on the Contractor, who shall employ a competent instrument operator. An autocad point file with elevations will be made available upon request to the Contractor of Record. Hard copy contract drawings will take precedent over autocad point files for finished grading.

ARTICLE O. TEMPORARY TOILETS:

The Contractor shall provide temporary toilet services under this Contract at the project site. The toilets shall be an approved combination toilet with urinal for construction. The toilets shall be located to be secluded from public observation, shall be weatherproof, sightproof, and sturdy. The toilets shall be ventilated to meet applicable Federal and State requirements. The Contractor shall provide toilet tissue with suitable dispenser, and shall maintain the temporary toilets in a sanitary condition on a daily basis. Remove the toilet at completion of work. Cost of temporary toilet considered incidental to the Contract, and no additional compensation will be allowed. Maintain until completion.

ARTICLE P. COMPLETION OF EXCESS COST OF FIELD ENGINEERING AND OBSERVATION:

The attention of the Contractor is directed to the following provisions covering payment of field engineering and construction observation costs on this project. The bid form and agreement form on this project includes a stated number of calendar days to be allowed from the date of the contract to the date of final completion and acceptance of all work covered in the contract.

Construction observers will be supplied for not more than one ten (10) hour shift on week days (excluding week-ends and national holidays) during this period by the Engineer at no cost to the Contractor.

However, for each week day that the work remains uncompleted and unaccepted beyond the number of calendar days allowed in the contract or contract as amended, and for any work in any week in excess of five ten (10) hour days, the cost of construction observers regularly assigned on this contract will be deducted from final amounts due to the Contractor. Charges for construction observers will be at the basis of \$80.00 per hour, including one way travel time from the office of the Engineer to the jobsite. For time in excess of ten (10) hours at the jobsite during any operations of the Contractor on any single day, charges for construction observers will be at the basis of \$90.00 per hour.

However, for each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract or contract as amended, and for any work in any week in excess of five 8-hour days the cost of resident engineers or observers regularly assigned on this contract will be deducted from final amounts due the Contractor.

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ARTICLE Q. CONSTRUCTION OBSERVER:

The OWNER will engage representative of the ENGINEER to observe construction. The observer/representative does not have the authority of the ENGINEER, AND SHALL NOT HAVE AUTHORITY TO APPROVE OR MAKE CHANGES IN THE PLANS AND SPECIFICATIONS.

Any changes in the work shall be only in accordance with duly executed change orders approved by the OWNER, CONTRACTOR, and ENGINEER.

ARTICLE R. (DELETED)

ARTICLE S. CONSTRUCTION FACILITIES:

The Contractor shall provide all necessary equipment required for construction and testing.

Water for flushing and testing water lines will be furnished by the Owner at no charge to the Contractor.

The Contractor shall be responsible for and shall provide its own scaffolding and access methods, and shall be responsible for its own safety and that of its own personnel, and shall be responsible for determining and complying with all OSHA rules and other applicable regulations. The Contractor shall hold harmless the Owner and the Engineer in connection with injury to persons or damage to property due to failure of scaffolding, ladders, runways, or access facilities and methods furnished and used by the Contractor and its personnel at the site.

Neither the Owner nor the Engineer are responsible for safety conditions to be maintained by the Contractor, and the presence of the Owner or Engineer at the jobsite does not imply their cognizance or acceptance of safety practices and procedures of the Contractor.

The Owner will not provide a phone for the Contractor.

If a jobsite trailer is needed by the Contractor for the project, it may be set up within the fenced area around the site as long as its location will not interfere with the project construction or with the operators access to the site. Coordinate location with Owner. No "hard-line" internet service is available at the site. The Contractor must make provisions, as needed for temporary internet or phone service.

Temporary portable toilets can be placed near work activities as needed. Coordinate locations with Operators.

ARTICLE T. CLEANUP:

Cleanup shall progress simultaneously with the work, and the jobsite shall be maintained in neat and orderly fashion. The Contractor shall be responsible for removing and properly disposing of any packaging materials and bracing, unused material, debris, and other items not incorporated into

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the work under the contract on a daily basis. The premises shall be neat and clean at the end of each work day. Cost of cleanup shall be considered incidental to the Contract, and no additional compensation will be allowed.

ARTICLE U. LIQUIDATED DAMAGES:

All of the work included in this contract shall be governed by completion of the work within the number of calendar days shown on the Bid Form.

It is understood and agreed that time is of the essence in completion of all work under this contract.

If the Contractor should fail to complete all of the work included with the contract within the stipulated calendar day contract period, the Contractor shall pay to the Owner the sum of \$200.00 per day as liquidated and ascertained damages for each calendar day that the work remains unfinished. Such damages may be deducted by the Owner from any monies due to the Contractor.

ARTICLE V. STEEL PRODUCTS:

Steel products to be used or supplied in the performance of this contract or any subcontracts thereto shall be manufactured or produced in the United States, in accord with the State of Illinois Steel Products Procurement Act (P.A. 83-1030). This requirement shall apply to all steel products.

Contractor shall notify Engineer promptly of any problems purchasing American Made Products.

ARTICLE W. VARIATIONS IN ESTIMATED QUANTITIES:

For items to be constructed on unit price basis, the quantities may be adjusted either upward or downward. The unit prices as bid may be adjusted either upward or downward if the actual quantities differ by more than twenty percent from the estimated quantities shown on the bid form. For quantity changes less than twenty percent of the amount shown on the bid form, the unit prices as bid shall apply.

Any adjustment to unit prices shall be at mutual approval of Owner and Contractor, via execution of a change order subject to approval of both parties and applicable funding agencies.

This article shall apply only to quantity adjustments which may be made after contract award and issuance of the Notice to Proceed.

ARTICLE X. BID GUARANTY

The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft,

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negotiable U.S. Government Bonds (at par value), or a standard AIA Bid bond form. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of the U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of (Owner). Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.
END 00800.

DIVISION 0 - BIDDING & CONTRACT DOCUMENTS
Section 00851 - Drawing Index

<u>Sheet No.</u>	<u>Title</u>
1	Cover Sheet
2	General Plan
3-5	Detail Plan Sheet
6	City of Highland Standard Water Main Details
7	Typical Water Main Details

END 00851.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01010 - Project Summary

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide water main replacement as shown on drawings and indicated herein.
 - 1. Water main, valves, hydrants, fittings and appurtenances.
 - 2. Testing of new mains and appurtenances.
 - 3. Disinfection and sampling of new mains and appurtenances. **Contractor to disinfect, sample, City to witness, City to deliver samples to lab and pay costs.**
 - 4. Interconnection with existing mains.
 - 5. Seeding and fertilizing of areas disturbed by construction.
 - 6. Water service reconnections.
 - 7. All other items specified herein and shown on plans.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. Respective Specification Sections.

1.03. DEFINITIONS. The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.

- A. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
- B. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
- C. Provide: Provide means furnish, install, test, calibrate, startup, place into complete and satisfactory operation.
- D. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by the Contractor in the contractor's own shop.

1.04. INSURANCE, DESIGNATED PURCHASER. Contractor purchase and maintain Builder's Risk insurance.

1.05. CONTRACT

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A. Work of Contractor:

1. Provide:

- a. Water main, valves, hydrants, fittings and appurtenances.
- b. Directional bore without casing.
- c. Testing of new main and appurtenances.
- d. Disinfection and sampling of new mains and appurtenances.
- e. Interconnection with existing mains.
- f. Water service transfers.
- g. Seeding and fertilizing areas disturbed by construction.
- h. Documents.

- (1). Shop drawings.
- (2). Certifications.
- (3). Operating and maintenance manuals.
- (4). Record drawings.

i. Layout of the work.

- (1). Establish all work lines, levels, elevations, easements, R.O.W. lines and measurements required for the work.
- (2). Establish locations of existing utilities and pipelines before excavating.

(a). Contact:

- 1. J.U.L.I.E.
- 2. Utility companies.
- 3. City of Highland.

- (b). Pay all costs for repairs to utilities, pipelines, and all other improvements damaged by contractor's construction activities, and no additional compensation allowed.

- 2. All other work shown on the drawings and specified herein.
- 3. Contractor coordinate construction activities with Owner.

1.06. WORK SEQUENCE

- A. Submit shop drawings, certificates, etc. for Engineer's review.

- B. Order materials for which shop drawings have been reviewed by the Engineer and no exceptions were taken.
- C. Layout the work and verify locations of existing utilities.
- D. Coordinate haul route, storage areas, and traffic controls with Owner.
- E. Install water mains, valves, hydrants, fittings and appurtenances.
- F. Test new mains and appurtenances.
- G. Disinfect and sample new mains and appurtenances.
- H. Provide water service transfers.
- I. Provide non pressure connection to existing mains.
- J. Provide seeding and fertilizing of areas disturbed by construction.
- K. Provide final cleanup.
- L. Provide marked up set of drawings to Owner showing record dimensions.

1.07. CONTRACTOR USE OF PREMISES

A. Confine operations at site to areas permitted by:

- 1. Law.
- 2. Permits.
- 3. Easements.
- 4. Contract.

- a. Confer with Owner's representative and obtain full knowledge of all site rules and regulations affecting work.
- b. Conform to site rules and regulations while engaged in project construction.
- c. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
- d. Employee list: The Owner's representative may examine Contractor's list of employees, including those of subcontractors and their agents.

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- e. Vehicle use - Rigidly enforce the following:
 - (1). Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on project premises.
 - (2). Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
 - (3). Parking: Permitted only in areas designated by Owner.
 - (4). All traffic control subject to Owner's approval.

- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move all stored products or equipment which interfere with operations of Owner or other contractors.
- E. Obtain and pay for use of additional storage or work area needed for operations.
- F. Use of site: Exclusive and complete, for execution of work.
 - 1. Confine operations to public R.O.W or easements.
 - 2. Restore property disturbed by construction to original condition or better.

1.08. WARRANTY

- A. All project components, equipment, accessories, piping, and systems shall be guaranteed to be free from defects in material, workmanship, and operation for a period of one year from date of final acceptance by Owner.
- B. Correct and make good all deficiencies noted during warranty period at no expense to Owner.

END 01010.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01045 - Cutting & Patching

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Execute cutting (including excavating), filling or patching of work, required to:
 - a. Make several parts fit properly.
 - b. Uncover work to provide for installation of ill-timed work.
 - c. Remove and replace defective work.
 - d. Remove and replace work not conforming to contract requirements.
 - e. Remove samples of installed work as specified for testing.
 - f. Install specified work in existing construction.
2. In addition to contract requirements, upon written instructions of Owner:
 - a. Uncover work to provide for observation of covered work.
 - b. Remove samples of installed materials for testing.
 - c. Remove work to provide for alteration of existing work.
3. Do not endanger work by cutting or altering work or any part of it.
4. Do not cut or alter work of another contractor without written consent of Engineer.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. Respective Specification Sections.

1.03. SUBMITTALS

- A. Prior to cutting which affects structural safety of project, or work of another contractor, submit written notice to Engineer requesting consent to proceed with cutting, including:
1. Project identification.
 2. Description of affected work.
 3. Necessity for cutting.
 4. Effect on other work, on structural integrity of project.

5. Description of proposed work. Designate:
 - a. Scope of cutting and patching.
 - b. Contractor and crafts to execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 6. Alternatives to cutting and patching.
 7. Designation of party responsible for cost of cutting and patching.
- B. Should conditions of work, or schedule, indicate change of materials or methods, submit recommendation to Engineer, including:
1. Condition indicating change.
 2. Recommendation for alternative materials or methods.
 3. Submittals required for substitutions.
- C. Submit written notice to Engineer, designating time work will be uncovered, to provide for observation.

1.04. PAYMENT FOR COSTS

- A. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of Engineer: Party responsible for ill-timed, rejected or non-conforming work.
- B. Work done on instructions of Engineer (by change order), other than defective or non-conforming work: Owner.

2. PRODUCTS

2.01. MATERIALS.

- A. For replacement of work removed: Comply with specifications for type of work to be performed.

3. EXECUTION

3.01. INSPECTION

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
 - 1. Cutting and patching.
 - 2. Excavating and backfilling.
- B. After uncovering work, inspect conditions affecting installation of new products.

3.02. PREPARATION

- A. Prior to cutting:
 - 1. Provide shoring, bracing and support as required to maintain structural integrity of project.
 - 2. Provide protection of other portions of the project.
 - 3. Provide protection from elements.

3.03. PERFORMANCE

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances, finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- C. Execute excavating and backfilling as specified in appropriate specification sections.
- D. Restore work which has been cut or removed; install new products to provide completed work in accord with contract requirements.
- E. Refinish entire surfaces as necessary to provide an even finish.
 - 1. Continuous surfaces: To nearest intersection(s).
 - 2. Assembly: Entire refinishing.

END 01045.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01051 - Grades, Lines & Levels

1. GENERAL

1.01. WORK INCLUDES

- A. Contractor lay out the work under this contract.
 - 1. Establish all work lines, levels, elevations and measurements.
 - 2. Employ competent instrument operator with proper equipment and assistance to layout all work.

1.02. RELATED WORK

- A. Specified elsewhere:
 - 1. 01010 - Project Summary.
 - 2. Respective Specification Sections.
- B. By others:
 - 1. Engineer will furnish:
 - a. A topographic survey of site, giving all necessary grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and elevations of construction site.
 - b. Locations, dimensions and data pertaining to existing:
 - (1). Buildings.
 - (2). Trees and landscaping.
 - (3). Other improvements.
 - c. Location of survey baseline control points.
 - d. Temporary benchmark location and elevation.
 - e. One time staking of centerline of proposed water main, proposed sewer main, and the center of each proposed manhole.

1.03. QUALITY ASSURANCE

- A. Qualifications of Engineer/Surveyor/Instrument Operator employed by Contractor.
 - 1. Experienced in layout work of similar complexity.

1.04. SITE RULES

- A. No alcoholic beverages permitted on Owner's premises and site(s) of project work.

1.05. PAY COSTS

- A. Include cost of survey layout in contract price for work items requiring layout, and no additional compensation will be allowed.

END 01051.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01060 - Regulatory Requirements

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor comply with all laws, rules and regulations governing the work.
 - 1. When Contractor observes that contract documents are at variance with specified codes, notify Engineer in writing immediately. Engineer will issue all changes in accord with General Conditions.
 - 2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01010 - Project Summary.
 - 2. Respective Specification Sections.

1.03. DEFINITIONS & ABBREVIATIONS

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

1.04. QUALITY ASSURANCE

- A. Engineer has designed the project with full knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.
- B. Contractor:

1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.05. REGULATORY REQUIREMENTS

A. Source and requirements:

1. IDOT:
 - a. Road and Bridge Laws, Current Edition, including all supplements.
 - b. Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, including all supplements. Except where otherwise specified.
 - (1). Section 100 does not apply.
 - c. Comply will all requirements of IDOT utility permit for work on IDOT right of way.
2. IEPA (Current editions at date of bidding documents.)
 - a. Air Pollution Standards.
 - b. Noise Pollution Standards.
 - c. Water Pollution Standards.
 - d. Public Water Supplies.
 - e. Solid Waste Standards.
 - f. Illinois Recommended Standards for Sewage Work.
 - g. Comply with all requirements of IEPA construction permit.
3. Illinois Purchasing Act, as amended (Illinois Revised Statutes, ch, 127, par. 132.1 et seq.).
4. STANDARDS: Accepted by Owner and complimentary to specified statutorily mandated codes and standards.
 - a. IDOT: Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, including all addenda.
 - b. NFPA: National Fire Codes, 1982.

- (1). No. 70-84, National Electrical Code.
- (2). No. 101-81, Life Safety Code.

B. The following standards and specifications are hereby incorporated into the contract documents to the same force and effect as if repeated herein. The documents include:

1. Standard Specifications for Road & Bridge Construction, April 1, 2016, and addenda, Illinois Dept. of Transportation, as amended, hereinafter referred to as "Standard R&B Specifications." (Section 100 does not apply.) Available from:

Illinois Dept. of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

2. ASTM Standards
American Society for Testing Materials
100 Barr Harbor Drive
Conshohocken, PA 19428
3. Standard Specifications for Water and Sewer Main Construction in Illinois, June 2014.
4. IEPA Standards and Specifications for Soil Erosion and Sediment Control, 1987.
5. Illinois Urban Manual for erosion control.
6. Other Standards and Specifications referenced herein.

END 01060.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01530 - Barriers

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Provide and continuously maintain suitable type barriers to prevent unauthorized personnel or public entry, and to protect the work, existing facilities and utilities from construction operations.
2. Remove when no longer needed, at completion of the work or as directed.
3. Promptly replace any traffic control signs removed or otherwise disrupted by project activities.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01620 - Storage & Protection.
3. Respective Specification Sections.

2. PRODUCTS

2.01. All barriers shall comply with Standard R&B specifications (IDOT).

3. EXECUTION

3.01. INSTALLATION

- A. Install facilities in a neat and uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers and barricades during entire construction period.
- C. Relocate barriers as required by construction progress.

3.02. REMOVAL

- A. Completely remove barriers, including foundations, when construction has progressed to the point that they are no longer needed, and when authorized by the Engineer.
- B. Clean and repair damage caused by installation, fill and grade site areas to required elevations and slopes, and clean the area.

3.03. PAY ALL COSTS

- A. Cost of barriers and barricades shall be considered incidental to the Contract, and no additional compensation will be allowed.

END 01530.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01540 - Security

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Protect work, stored materials, and construction equipment from theft and vandalism.
2. Protect premises from entry by unauthorized persons.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01200 - Project Meetings.
2. 01530 - Barriers.
3. 01620 - Storage & Protection.
4. Respective Specification Sections.

1.03. MAINTENANCE OF SECURITY

- A. Initiate security program promptly at job mobilization.
- B. Maintain security program throughout construction period until Owner occupancy or acceptance precludes need for Contractor security.
- C. Pay costs for security personnel and facilities. Costs shall be considered incidental to contract and no additional compensation will be allowed.

END 01540.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01560 - Temporary Environmental Controls

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor:

1. Provide controls over environmental conditions at the construction site and related areas under the Contractor's control. Contractor shall provide temporary environmental controls as necessary to reduce sedimentation runoff from jobsite.
2. Remove physical evidence of temporary controls at completion of work or as directed.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary
2. 01561 - Construction Cleaning.
3. 01710 - Final Cleaning
4. Respective Specification Sections.

1.03. DUST CONTROL. Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.

1.04. WATER CONTROL

A. Control surface water to prevent damage to the project, the site or adjoining properties.

1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; direct drainage to proper runoff.

B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.

C. Dispose of and direct surface drainage in a manner to prevent flooding, erosion, silting or runoff of silt or sediment or other damage to the site or to adjoining areas. Provide control measures to minimize erosion and/or runoff of silt and mud from the construction site into adjacent areas. Utilize ditch checks, silt fence, and/or temporary seeding as necessary to prevent erosion.

1.05. DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of extraneous debris during contract period.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.
 - 1. Provide containers specified in 01561 for deposit of debris.
 - 2. Prohibit overloading of trucks to prevent spillage or deposition of debris, mud, and extraneous material onto private and public roadways and access and haul routes.
 - a. Provide daily inspection of traffic areas to enforce requirements.
- C. Scheduled collection and disposal of debris is specified in 01561.
 - 1. Provide additional collections and disposal of debris whenever regular schedule is inadequate to prevent accumulation.

1.06. POLLUTION

- A. Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures to contain all spillage, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
- C. Provide systems for control of toxic or high level concentration atmospheric pollutants.

1.07. EROSION CONTROL

- A. Plan and execute construction in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Minimize the areas of bare soil exposed at one time.
 - 2. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- B. Periodically inspect earthwork to detect evidence of the start of erosion. Apply corrective measures to control erosion.

01560 Temp Environmental Controls-2

1.09 PAY COSTS

- A. Temporary erosion control measures shall be incidental to contract and no additional compensation will be allowed.

END 01560.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01561 - Construction Cleaning

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide cleaning and disposal of waste materials, debris and rubbish during construction.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01710 - Final Cleaning.
 - 2. Individual specification sections: Specific cleaning for product or work.

2. PRODUCTS

2.01. EQUIPMENT

- A. Provide covered containers for deposit of waste materials, debris and rubbish.
- B. Engage services of a licensed hauler to properly dispose of all waste materials.

3. EXECUTION

3.01. CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris and rubbish.
- B. Remove debris and rubbish from pipe, manholes, and other closed or remote spaces, prior to closing the space.

3.02. DISPOSAL

- A. Remove waste materials, debris and rubbish from project site and dispose of away from site in proper manner.

3.03. PAY COSTS

- A. Contractor pay costs for construction cleaning. All costs are incidental to the contract price and no additional compensation shall be allowed.

END 01561.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01570 - Traffic Regulation

1. GENERAL

1.01. REQUIREMENTS INCLUDES

A. Contractor:

1. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on on-site haul routes, at site entrances, on-site access roads and parking areas.
2. Remove temporary equipment and facilities when no longer required.
3. Restore grounds to original conditions.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01530 - Barriers.
2. Respective Specification Sections.

1.03. TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signs required to direct and maintain an orderly flow of traffic in all areas under Contractor's control.
- B. Provide traffic control and directional signs, mounted on barricades or standard posts:
1. At each change of direction of a roadway.
 2. At each crossroads.
 3. At detours.
 4. At parking areas.
- C. Maintain and immediately replace any traffic control signs disturbed by contractors operations under contracts.

1.04. FLAGGERS. Provide qualified and suitably equipped flaggers when construction operations encroach on traffic lanes, as required for traffic regulation.

1.05. FLARES AND LIGHTS

01570 Traffic Regulation-1

- A. Provide flares and lights during periods of low visibility:
 - 1. To clearly delineate traffic lanes and to guide traffic.
 - 2. For use by flaggers in directing traffic.
- B. Provide illumination of critical traffic and parking areas.

1.06. BARRICADES

- A. Comply with Article 107.14 and Section 701 of Standard R&B Specifications.

1.07. CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owner's operations or construction operations of all contractors.
- B. Monitor parking of construction personnel's private vehicles.
 - 1. Maintain free vehicular access to and through parking areas.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.08. HAUL ROUTES

- A. Consult with Owner. Establish public thoroughfares which will be used as haul routes and site access.
 - 1. Comply with posted load limits on public roadways.
- B. Confine construction traffic to designated haul routes.
- C. Remove debris and trash twice daily during work.
- D. Restore to original condition at no cost to Owner.

1.09. PAY COSTS

- A. Cost of traffic regulation shall be considered incidental to the contract, and no additional compensation will be allowed.

END 01570.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01600 - Material & Equipment

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor provide:

1. Specified materials and equipment.
2. Transportation and delivery.
3. Equipment and personnel at site.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01620 - Storage & Protection.
3. Respective Specification Sections.

1.03. MANUFACTURER'S INSTRUCTIONS

- A. When contract documents require that installation shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including four copies to the Engineer.
- B. Maintain one set of complete instructions with the Project Record Documents at the jobsite during installation and until completion.

2. PRODUCTS

2.01. MATERIALS & EQUIPMENT INCORPORATED INTO THE WORK

- A. Conform to project specifications and standards.
- B. Comply with size, make, type and quality specified.
- C. Manufactured and fabricated products:
 1. Design, fabricate and assemble in accord with best engineering shop practices.
 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

01600 Material & Equipment-1

3. Two or more items of the same kind shall be identical from the same manufacturer.
4. All parts of systems shall be from the same manufacturer to the greatest extent practicable.
5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved by Change Order.
6. All PVC pipe shall be supplied by same manufacturer.
7. Contractor is responsible for verifying existing equipment, pipes, valves, lids, meters, etc. for compatibility with any materials ordered for project.

3. EXECUTION

3.01. TRANSPORTATION, DELIVERY & HANDLING

- A. Arrange for transportation and deliveries of materials and equipment in accord with approved current construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site:
 1. Work of other Contractors or Owner.
 2. Limitations of storage space.
 3. Availability of equipment and personnel for handling products.
 4. Owner's use of premises.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Receive all materials delivered to site, sign bills of lading.
- E. Clearly mark partial deliveries of component parts of assemblies or equipment to permit easy identification of parts to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
 1. Product complies with Contract requirements and approved submittals.
 2. Quantities are correct.
 3. Containers and packages are intact, labels are legible.

- 4. Products are properly protected and undamaged.
- G. File claim with shipper if items are damaged. Provide copy of damage claim to Engineer. Expedite claim settlement/item replacement to maintain project schedule and completion.
- H. Provide equipment and personnel to handle products and equipment, including those furnished by Owner. Prevent damage to products or packaging.
- I. Provide additional protection during handling to prevent scraping, marring or otherwise damaging products, equipment or surrounding surfaces.
- J. Handle products and equipment by methods to prevent bending or overstressing.
- K. Lift packages, equipment or components only at designated lift points.
- L. Pay all transportation costs. Cost of transportation, delivery, and handling shall be incidental to contract price for that item, and no additional compensation will be allowed.

3.02. STORAGE & PROTECTION. See 01620.

END 01600.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01620 - Storage & Protection

1. GENERAL

1.01. REQUIREMENTS INCLUDE

A. Contractor provide and maintain:

1. Storage for materials and equipment to be installed in Project.
2. Protection and security for stored materials and equipment, on and off site.

1.02. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01600 - Material & Equipment.
3. Respective Specification Sections.

1.03. OFF-SITE AUTHORIZATION.

A. Off-site storage will be permitted only on Owner's prior written authorization in accordance with General Conditions.

1. Provide certificate of insurance.
2. Provide written description of item and storage location.
3. Provide access to Engineer.
4. Deliver to site and incorporate with project to maintain project schedule and contract completion.

2. PRODUCTS

2.01. MATERIALS & EQUIPMENT FOR PROTECTION OF STORED ITEMS.

A. May be new or used, but shall be serviceable, adequate for required purpose, and shall not create unsafe conditions nor violate applicable codes.

2.02. STORAGE SHEDS

01620 Storage & Protection-1

A. Basic requirements:

1. Number: To requirements of construction needs, as authorized by Engineer.
2. Dimensions: To storage requirements of products.
3. Ventilation: Meet specified and code requirements for all products stored.
4. Heating: Maintain temperatures specified in respective specification sections for products stored.

B. Construction:

1. Structurally sound foundation and superstructure.
2. Weathertight, with raised floors; compatible with storage requirements.
3. Temperature transmission resistance: Compatible with storage requirements.
4. Do not use storage sheds for living quarters.

2.03. PROTECTIVE MATERIALS

- A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions. Materials may be new or used at Contractor's option, but shall be:
1. Of sufficient strength and durability for intended use.
 2. Recommended by manufacturer of products or equipment to be protected.
 3. Non-staining.
 4. Non-hazardous.

3. EXECUTION

3.01. LOCATION.

- A. Where shown on drawings, or where authorized by Owner.
1. Engineer will resolve conflicts in storage requirements of all contractors.

3.02. PREPARATION.

- A. Fill and grade sites for temporary storage sheds to provide drainage.

3.03. INSTALLATION.

- A. Construct storage sheds on adequate foundations, with connections for required utilities.
 - 1. Raise portable buildings, if used.
 - 2. Provide steps, landings or ramps at entrances.
- B. Mount identifying signs adjacent to entrance doors, in conspicuous locations.

3.04. LIMITATIONS.

- A. Do not exceed capacity of structure.
- B. Do not inhibit use of:
 - 1. Fire exits.
 - 2. Fire lanes.
 - 3. Parking.
 - 4. Work of other contractors.
 - 5. Owner's operations.
- C. Store combustible materials in accordance with applicable regulations.

3.05. PROTECTION

- A. Protect all products and equipment from damage.
- B. Methods:
 - 1. Store moisture or water vulnerable materials off grade.
 - 2. Store finished products and equipment in an enclosed building, on or off site.
 - 3. Maintain integrity of shipping cartons until ready for installation.
 - 4. Provide separate storage for combustible and non-combustible products.
 - 5. Follow storage recommendations of product and equipment manufacturers.
 - 6. Other methods shall be subject to Engineer's review.

3.06. MAINTENANCE AND CLEANING

- A. Provide continuous maintenance for all temporary structures.
- B. Repair or refinish damaged or weathered portions of structure as required to maintain in specified condition.
- C. Repair or replace defective utility connections.
- D. Clean storage sheds or areas at least once a week.

3.07. REMOVAL

- A. Remove all temporary storage sheds, contents and utilities, at completion of construction activities, or as authorized by the Engineer.
- B. Remove foundations, debris; fill ruts and holes, grade to required elevations and clean area; restore surfaces.

3.08. PAY COSTS

- A. Include all costs for storage and protection with contract price, and no additional compensation will be allowed.

END 01620.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01654 - Starting of Piping Systems, Water Mains

1. GENERAL

1.01. REQUIREMENTS INCLUDE:

A. Contractor provide:

1. All material, labor, temporary valves and fittings, temporary air release devices, and services for startup of piping systems installed under the contract.
 - a. Water main extension with interconnections.
 - b. Pressure test all new piping.
 - c. Connect to water distribution piping shown on drawings.
 - d. Flush and disinfect water piping.
 - (1). Thoroughly flush all piping to remove dirt, excess pipe joint lubricant, and other foreign materials.
 - (2). Disinfect in accord with 01656.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00800 - Supplementary General Conditions.
2. 01010 - Project Summary.
3. 01656 - Disinfecting Water Lines and Facilities.
4. Respective Specification Sections.

1.03. QUALITY ASSURANCE

A. Regulatory Requirements:

1. Do not leave valves open between public water supply system and piping systems which have not been satisfactorily disinfected, and bacteriologically tested and flushed.

B. Pressure tests:

1. Water Mains.
 - a. Provide hydrostatic pressure test using 125 psi minimum pressure, in accord with AWWA Standard C-600.

01654 Starting of Piping Syst, Water-1

- (1). For buried pipe, minimum test duration not less than 6 hours while maintaining specified test pressure.
 - (2). For exposed pipe to be buried, minimum test duration not less than 2 hours while maintaining specified test pressure.
 - (3). For piping to remain exposed, bottle tight with no leakage under all project service conditions.
- b. Allowable leakage determined under specified test pressure and test duration shall not exceed the amount computed as follows:

$$L = \frac{ND(P)^{0.5}}{7400}$$

L = allowable leakage, gallons per hour
 N = number of joints in line being tested
 D = pipe diameter, Inches
 P = specified test pressure

- c. For duration of test, the pressure shall not vary by more than 5 psi from the specified test pressure.
- d. If pressure drops more than 5 psi from specified test pressure, the test shall not be acceptable and the test shall be restarted.

1.04. SEQUENCING/SCHEDULING

A. Sequence:

1. Install piping system.
2. Flush piping system and remove air and gases, dirt, excess pipe lubricant, and other foreign materials.
3. Conduct pressure test in presence of Engineer.
 - a. Provide minimum 24 hour advance notice to Engineer.
4. Disinfect in accord with 01656.
5. Test in sections as work progresses. Payment will not be made for water main until satisfactorily passing specified pressure test.

B. Schedule to comply with project and contract completion date.

01654 Starting of Piping Syst, Water-2

2. PRODUCTS

- A. Water used for startup and testing of piping systems shall be potable, in accord with 00800.
- B. Pressure gages used for testing shall comply with the following requirements:
1. New or in good condition acceptable to Engineer. Obtain Engineer's concurrence for use of particular gage for this project at least 24 hours in advance of the initiating pressure testing procedures.
 2. Minimum 4.5 in. diameter dial face.
 3. Compound graduated in psi and ft., with all numbers and calibration markings clearly legible.
 4. Include snubber if required to obtain accurate gage readings in presence of vibration. Snubber shall be available at all times for use, and shall be used as directed by Engineer.
 5. Pressure gage range shall be as follows:
 - a.

<u>Specified Test Pressure</u>	<u>Range</u>
125 psi	0 to 200 psi
 - b. In no case shall maximum gage range exceed 200% of specified test pressure.
 6. If gage fails prior to completion of test, the pressure test shall be considered void and the test shall be re-started.
- C. Provide necessary excavation, fittings, adapters, water meter, and pumps to pressure test piping as specified, of good quality and in proper working order.
- D. Provide necessary temporary connections and air release valves to remove air from piping, of good quality and in proper working order.
- E. Provide temporary piping with temporary valves as required to accomplish testing, of good quality and in proper working order.
- F. Provide water meter acceptable to the Engineer to measure amount of water added to sustain required test pressure in order to compare to calculated allowable leakage.

3. EXECUTION

3.01. REMOVAL

01654 Starting of Piping Syst, Water-3

9/05

- A. Remove materials and backfill, if applicable, to permit access for pressure testing under Engineer's observation.
- B. Remove air and gases from piping systems.
 - 1. Introduce water at velocity less than 0.5 ft. per second.
 - 2. Notify Owner prior to filling new water mains.
- C. Flush water mains and lines to remove dirt, excess pipe joint lubricant, and other foreign material.
 - 1. Notify Owner prior to flushing new water mains.
- D. Remove temporary piping, fittings, valves and appurtenances used for pressure testing after satisfactory completion of the test.

3.02. FIELD QUALITY CONTROL

- A. Provide pressure test as specified.
- B. Test all valves to assure proper operation, including tight closure.

3.03. ADJUST AND CLEAN

- A. Adjust valve seats as required for proper operation and tight closure. (Refer to manufacturer's O&M Manual for proper number of turns to insure fully open or closed position for operable valves.)

3.04. PERFORMANCE

- A. Piping systems shall not have more than specified allowable leakage using specified pressure test.
 - 1. If initial test fails, make necessary repairs.
 - 2. Repeat test as required until specified performance is achieved.
- B. Test in sections, subject to review by Engineer.
 - 1. Payment shall not be made for piping systems installed until satisfactorily passing specified pressure test.
- C. Water added to sustain specified test pressure during test and at end of test period shall not exceed allowable leakage computed as specified herein.

3.05. PAY COSTS

01654 Starting of Piping Syst, Water-4

- A. Include cost of disinfection and bacteriological testing with contract unit price for water mains, and no additional compensation will be allowed.

END 01654.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01656 - Disinfecting Water Lines & Facilities

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide temporary piping, equipment and facilities to disinfect new water system components and to obtain satisfactory bacteriological samples on two consecutive days for new facilities installed under contract.
 - 1. **Contractor to sample, City to witness, City to deliver samples to lab and pay costs.**
- B. After disinfecting with 50 mg/L chlorine dosage, with minimum 25 mg/L chlorine residual present at end of minimum 24 hour disinfection contact period, the water main shall be flushed by the Contractor to remove all highly chlorinated water and introduce water from the Owner's system.

After flushing, the Contractor shall obtain at least two sets of bacteriological samples on two consecutive days from the following sample points, to be analyzed by a certified laboratory approved by IEPA and/or IDPH. All samples shall reach the laboratory

within

30 hours during regular work days (excluding Saturdays, Sundays, and legal holidays). The sample points are:

- 1. At least two sets on two consecutive days collected every 1200 ft. of new water main.
 - 2. At least two sets on two consecutive days from the ends of the main.
 - 3. At least two sets on two consecutive days from each branch of the main.
- C. Contractor submit "original" copies of all bacteriological sample reports, including those which are satisfactory on two consecutive days, to Owner within three calendar days after receipt from certified laboratory. Also submit legible copies of reports simultaneously to Engineer (no "fax" copies accepted due to history of poor legibility).

If bacteriological reports are not received by Owner within three calendar days after receipt from certified laboratory, Owner reserves the right to require that the Contractor re-sample and re-submit satisfactory bacteriological reports on two consecutive days. If satisfactory samples are not obtained, Contractor shall provide re-disinfection and re-sampling as required. Re-disinfection and re-sampling shall be at Contractor's expense and no additional compensation will be allowed.

- D. After the Owner receives original laboratory bacteriological reports indicating that the bacteriological samples are satisfactory, the Owner shall apply for an IEPA operating permit for the section(s) of water main that have been satisfactorily tested.

After the Owner receives the IEPA operating permit, the Owner shall flush the main again and then place it into service.

1.02. REGULATORY REQUIREMENTS

IEPA/PCB Disinfection Requirements for New Construction

35 Ill. Adm. Code. Section 602.310 Projects Requiring Disinfection

- a) Satisfactory disinfection as specified in this Section must be demonstrated before the issuance of an operating permit for completed construction project where facilities produce, contain, treat or carry water that must be bacteriologically safe.
- b) Except as specified in subsection (d) of this Section, satisfactory disinfection is demonstrated when two consecutive water sample sets from the completed project at least 24 hours apart indicate no bacterial growths as measured by the membrane filter technique or no tubes positive as measured by the presumptive test, fermentation tube method as set forth in 35 Ill. Adm. Code 611. A sample set consists of the following:
 - 1) For water mains, representative water samples must be collected from every 1200 ft. of new main along each branch and from the end of the line. The Illinois Environmental Protection Agency (the Agency) may approve a different sampling plan on a site-specific basis.
- c) For water main construction projects at existing community water supplies practicing chlorination in accord with 35 Ill. Adm. Code 611.250, satisfactory disinfection is demonstrated when:
 - 1) one water sample set from the completed project collected in accordance with subsection (c)(1) of this Section indicates no bacterial growths as measured by the membrane filter technique or no tubes positive as measured by the presumptive test, fermentation tube method as set forth in 35 Ill. Adm. Code 611; and
 - 2) Adequate chlorine residual is present at the point of connection. Adequate chlorine residual exists in a distribution system when there is a minimum of 0.2 mg/L free chlorine residual for water supplies practicing free chlorination or 0.5 mg/L combined chlorine residual for water supplies practicing combined chlorination.
- d) If the analyses indicate the presence of bacterial growth, the community water supply must do the following to demonstrate satisfactory disinfection:

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- 1) resample at the sampling point indicating contamination and at every sampling point downstream of the point indicating contamination.
- 2) submit a general layout sheet of the project indicating the location of all water mains to be operating; and
- 3) submit evidence to the Agency that two consecutive sets collected as specified in subsection (e)(1) of this Section indicating no bacterial growths as measured by the presumptive test, fermentation tube method as set forth in 35 Ill. Adm. Code

611.

e) Analyses conducted pursuant to this Section shall be performed by a certified laboratory.

Bacteriological testing of all treated water samples shall be performed by a laboratory certified by Illinois EPA pursuant to 415 Illinois Compiled Statutes 5/4(o), or certified by USEPA.

1.03. RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01654 - Starting of Piping Systems, Water Mains.
3. Respective Specification Sections.

B. Work by Owner:

1. Upon receipt of satisfactory bacteriological reports, the Owner will obtain the IEPA operating permit.
2. Owner shall submit bacteriological sample reports which are satisfactory on two consecutive days and operating permit application to IEPA within three calendar days after receipt from the Contractor.
3. After receipt of operating permit from IEPA, Owner shall immediately flush the main and place newly disinfected facilities into service. If Owner elects to not place newly disinfected facilities into service immediately after receipt of IEPA operating permit, Owner shall be responsible for re-sampling and re-disinfecting of new facilities as required to comply with IEPA requirements for protection of water supply.

1.04. SYSTEM DESCRIPTION

A. Definitions:

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1. Disinfect: Inactive and kill all coliform and pathogenic organisms.
2. Dosage: Chlorine applied, mg/L.
3. Residual: Chlorine applied minus chlorine demand.
4. Bacteriological Sample: Water sample collected in sterilized bottle, containing sodium thiosulfate.
5. Laboratory: IEPA Laboratory, or Laboratory certified by IEPA and Illinois Dept. of Public Health.

B. Performance Requirements:

1. Pressure/leak test.
2. Flush.
3. Disinfect.
4. Sample in accord with IEPA Sample Collector's Handbook, edition current at time of bid advertisement.
5. Samples shall reach laboratory within 30 hours on regular work day, excluding Saturdays, Sundays, and legal holidays.
6. Satisfactory bacteriological samples shall be obtained on two consecutive days.
 - a. Zero Coliform.
 - b. Zero Colony Growth.

1.05. PROTECTION

- A. Flush lines to discharge to surface waterways.
 1. Notify Owner prior to flushing water mains.
- B. Flush in manner to avoid flooding or damaging property and improvements.
- C. Do not discharge to sanitary sewers.

1.06. REFERENCES

- A. Disinfect pipe in accord with AWWA Standard C651, continuous feed method.

2. PRODUCTS

2.01. CHLORINE COMPOUNDS

- A. Acceptable disinfectants (comply with AWWA Standards):

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1. Calcium hypochlorite (dry solid).
 - a. Mix one pound of 70% calcium hypochlorite to 8 gallons of water to achieve a 1% chlorine solution.
 2. Sodium hypochlorite (liquid).
- B. Unacceptable disinfectants:
1. Chlorine gas.

2.02. MIXES

- A. Mix solutions to maintain complete solubility.
- B. Mix solutions to provide specified dosages for application.

2.03. EQUIPMENT

- A. Provide metering pump with necessary capacity and head to introduce chlorine solution into lines.
- B. Provide necessary chemical feed corporation stops, fittings, piping, mixer, and appurtenances to properly introduce chlorine solution.
- C. Provide motive power to operate solution metering pump.
- D. Provide field laboratory equipment to test total chlorine residual using DPD method, including water and glassware for dilutions if necessary.

3. EXECUTION

3.01. PREPARATION

- A. Connect all piping.
- B. Pressure test piping.
- C. Flush.
- D. Provide smooth nosed sample tap. (Do not use fire hydrant for sampling.)

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3.02. DISINFECTION PROCEDURE

- A. Water Mains in accord with AWWA Standard C651, continuous feed method.
 - 1. Provide 50 mg/L chlorine solution in all process and piping systems, via solution metering pump. Do not use tablet method on lines to be flushed.
 - 2. Exercise valves and hydrants to assure contact of all wetted parts with disinfectant.
 - 3. Maintain isolation valves in closed position during disinfection period until IEPA operating permit is issued.
 - 4. Provide 24 hour contact time.
 - 5. Provide 25 mg/L chlorine residual at end of 24 hour contact time.
 - 6. Flush for time duration to remove water used for pipe, main, disinfection.

3.03. BACTERIOLOGICAL SAMPLING

- A. Water Mains:
 - 1. Obtain satisfactory bacteriological water samples on at least two consecutive days, in presence of Owner's representative.
 - a. Provide sample bottles and forms from Illinois Environmental Protection Agency.
 - b. Obtain water samples (two consecutive days) following proper sampling procedures.
 - (1). Samples shall be representative.
 - (2). Obtain samples from smooth nosed tap not subject to contamination.
 - c. Submit all samples to Illinois Environmental Protection Agency laboratory, or other certified laboratory approved by the Illinois Environmental Protection Agency, so that it reaches laboratory within 30 hours after collection of sample on regular working days for the laboratory. Pay all costs.
 - d. Provide copies of laboratory bacteriological analyses to Owner and Engineer as specified herein.

- B. Should the bacteriological samples not pass satisfactorily, Contractor shall repeat disinfection, flushing and sampling procedure until samples pass on two consecutive days, at Contractor's own expense.

END 01656.

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1/09

DIVISION 1 - GENERAL REQUIREMENTS
Section 01700 - Contract Closeout

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor provide:
1. Substantial completion.
 2. Final completion.
 3. Closeout submittals.
 4. Application of final payment.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
1. 00050 - Standard Documents for Construction.
 2. 01010 - Project Summary.
 3. 01710 - Final Cleaning.
 4. 01720 - Project Record Documents.
 5. Respective Specification Sections.

1.03. SUBSTANTIAL COMPLETION

- A. When Contractor considers work substantially complete, submit written declaration to Engineer that work, or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
- B. Prior to preliminary substantial completion and inspection:
1. Instruct Owner's personnel in operation and maintenance of all systems and equipment.
- C. Engineer will make a preliminary inspection within seven business days after receipt of Contractor's declaration.
- D. Upon determining that work is substantially complete, Engineer will:

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1. Prepare a punch list of items to be completed or corrected, as determined by the inspection.
2. Prepare and process a certificate of substantial completion, containing:
 - a. Date of substantial completion.
 - b. Punch list of items to be completed or corrected.
 - c. The time within which punch list items shall be completed or corrected.
 - d. Date and time Owner will take occupancy of project or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - (1). Insurance.
 - (2). Utilities.
 - (3). Operation and maintenance of mechanical, electrical and other systems.
 - (4). Maintenance and cleaning.
 - (5). Security.
 - f. Signatures of:
 - (1). Engineer.
 - (2). Contractor.
 - (3). Owner.

E. Contractor:

1. Complete all work listed for completion or correction within designated time.
2. Perform final cleaning in accord with 01710.

F. Owner will occupy project or designated portions thereof under provisions stated in certificate of substantial completion.

G. At time of inspection, should substantial completion not be certified, complete the work and resubmit declaration in accord with 1.03.A.

1.04. FINAL COMPLETION

A. Contractor:

1. Submit written declaration to Engineer that:
 - a. Work complies with all aspects of contract documents.

- b. All items on substantial completion punch list have been completed or corrected.
 - c. All tools, construction equipment and surplus materials have been removed from site.
- B. Contractor attend final inspection with Engineer and Owner to ensure completion of all contract requirements.
- C. When Engineer considers that all work is finally complete in accord with contract document requirements, Contractor prepare and process closeout documents.

1.05. CLOSEOUT SUBMITTALS

- A. Contractor submit:
 - 1. Project record documents in accord with 01720.
 - 2. Deliver evidence of compliance with requirements.

1.06. APPLICATION FOR FINAL PAYMENT

- A. Contractor submit duly executed:
 - 1. Final Estimate.
 - 2. Separate final releases of waivers of liens for all subcontractors, suppliers and others with lien rights against property of Owner together with complete list of those parties.
 - 3. Final accounting statement, reflecting all adjustments to contract sum:
 - a. Original contract sum.
 - b. Additions and deductions resulting from:
 - (1). All change orders.
 - (2). Deductions for uncorrected work.
 - 4. Total contract sum, adjusted.
 - 5. Previous payments.
 - 6. Sum remaining due.
- B. Engineer will process final statement in accord with Conditions of the Contract.

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END 01700.

DIVISION 1 - GENERAL REQUIREMENTS
Section 01710 - Final Cleaning

1. GENERAL

1.01. REQUIREMENTS INCLUDE

- A. Contractor, provide final cleaning:
1. At completion of work, or at such other times as directed by the Engineer, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
1. 01700 - Contract Closeout.
 2. Respective Specification Sections.

1.03. SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with following safety and insurance standards:
1. Applicable Federal and State requirements.
 2. National Fire Protection Association (NFPA).
- B. Hazards Control:
1. Store volatile wastes in covered metal containers and remove from premises daily.
 2. Prevent accumulation of wastes which create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with applicable Federal and State anti-pollution laws.
1. Do not burn or bury rubbish and waste materials on project site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

3. Do not dispose of wastes into streams or waterways.

1.04. SUBMITTALS

- A. Manufacturer's recommendations for cleaning specified products.
- B. Proposed cleaning products for products where manufacturer's recommendations are not specified.

2. PRODUCTS

2.01. MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

3. EXECUTION

3.01. FINAL CLEANING

- A. Employ experienced workers for final cleaning.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to specified finish.
 1. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces to ensure performance.
- C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- D. Soft broom clean all exposed concrete surfaces; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on ground.

END 01710.

01710 Final Cleaning-2

10/01

DIVISION 2 - SITE WORK

Section 02221 - Trenching, Backfilling & Compacting

1. GENERAL

1.01. WORK INCLUDES

A. Contractor provide:

1. Excavation, backfilling, compacting, and all other work incidental to the construction of trenches, including additional excavation for other structures forming a part of the pipelines as specified herein and as indicated on drawings.
2. Restoration and final shaping of disturbed surfaces:
 - a. Fertilize, seed, and mulch unsurfaced areas disturbed by construction.
3. Disposal of surplus material away from site. Cost incidental to pipeline work and no additional compensation allowed.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. Respective Specification Sections.

1.03. REFERENCED SPECIFICATIONS

A. Comply with:

1. Standard W&S Specifications.
2. Standard R&B Specifications.

2. PRODUCT

- 2.01. All materials supplied for construction under this section shall comply with Section 20-2.20 through Section 20-2.21D of Division II of the Standard W&S Specifications.

A. Granular cradle shall comply with requirements of:

02221 Trenching,Backfilling&Comp.-1

- 1. CA7 or Compacted CA6 as directed by Owner/Engineer.
 - B. Select granular backfill shall comply with Article 1004.01 of the Standard R&B Specifications, gradation CA7 or compacted CA6 as directed by Owner/Engineer.
 - C. Material from excavation used for backfilling shall not contain rocks, debris, tree limbs, and deleterious material.
- 2.02. Surface Restoration:
- A. Seeding.
 - 1. In accord with 02485.

3. EXECUTION

3.01. REMOVAL & PRESERVATION

- A. Removal of surface and subsurface materials along the proposed pipelines.
 - 1. Remove the surface and subsurface materials only to such widths as will permit a trench to be excavated which will afford sufficient room for proper construction.
 - 2. Take care to protect existing site improvements, utilities, culverts, drainage structures, and trees against disturbance.
- B. Replace and restore topsoil, existing utilities, improvements, culverts, and drainage structures disturbed by construction to original condition at Contractor's expense.

3.02. EXCAVATION BY HAND OR MACHINE

- A. Where working will permit, trenches may be excavated by machine, provided that by doing so, improvements will not be subjected to damage. When, however, excavation by machine methods cannot be made without damage being done to improvements, hand excavation shall be employed.

3.03. WIDTH OF EXCAVATION

- A. The bottom width of the trench at and below the top of the pipe and inside the sheeting and bracing, if used, shall not exceed the following widths:

Pipe Size

Width

02221 Trenching, Backfilling & Comp.-2

6"
8"
12"

3'-7"
3'-9"
4'-0"

3.04. EXCAVATION BELOW GRADE

- A. In cases where the excavation is carried beyond or below lines and grades shown on the drawings.
 - 1. Refill all excavated space with granular cradle specified herein.

3.05. PILING EXCAVATED MATERIAL

- A. All excavated material shall be piled in a manner that.
 - 1. The work will not be endangered.
 - a. No material shall be placed closer than 2 feet to the edge of an excavation.
 - 2. Natural watercourses shall not be obstructed.
 - 3. Walkways and driveways will not be obstructed.
- B. Excavated material specified for backfilling as described in 20-2.20A(1) of the Standard W&S Specifications shall be stockpiled separately on the site.

3.06. REMOVAL OF WATER

- A. Provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavations or other parts of the work until all work to be performed therein has been completed.
 - 1. No water or sewer main shall be used for disposal of trench water.
 - 2. Do not lay pipe with water in trench.

3.07. STRUCTURE PROTECTION

- A. Provide temporary support, adequate protection and maintenance for.

02221 Trenching, Backfilling & Comp.-3

1. Underground and surface structures.

- a. Water mains.
- b. Sewers.
- c. Drains and culverts.
- d. Other obstructions encountered in the progress of the work.

B. Structures which have been disturbed shall be restored to original condition upon completion of the work at Contractor's expense.

3.08. PROTECTION OF PROPERTY AND SURFACE STRUCTURES

A. Surface structures and landscaping items shall be protected during construction operations unless their removal for purposes of construction is authorized by the Engineer.

- 1. Trees, shrubbery and flowers.
- 2. Fences.
- 3. Poles.
- 4. All other property.

B. All surface structures and landscaping items which are moved or disturbed by the Contractor shall be restored to the original conditions, after construction is completed.

C. All trees, shrubbery or other vegetation which are approved for removal or ordered for removal by the Engineer, in order to facilitate construction operations, shall be removed completely, including stumps and roots.

D. Contractor shall be responsible for all damage or claims for damage, caused by construction operations, to surface structures and landscaping items which were not authorized by the Engineer for removal.

3.09 INTERRUPTION TO UTILITIES

A. Proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures and utilities may be determined.

B. Take all reasonable precautions against damage to existing utilities.

C. In the event of a break in an existing water main, gas main, sewer or underground cable, immediately notify the responsible official of the organization operating the utility

interrupted. Give all possible assistance in restoring services and pay all costs and claims connected with the interruption and repair of services when the location of said utility was marked by the utility thereof prior to excavation.

3.10. GRANULAR CRADLE

- A. Granular cradle shall be provided for pipelines specified herein and at locations indicated on drawings.
 - 1. Water mains beneath paved areas.
- B. Bell holes shall be dug for bell and socket and underground conduits.
 - 1. Bell holes shall have sufficient depth to allow the pipe joiner to work freely around the pipe from the outside. Under no condition shall they be so shallow that the pipe will be supported by the bell.
 - 2. After the joint is made the bell hole shall be carefully filled with embedment material.
 - a. Untamped granular cradle material in areas where drawings indicate piping is to be embedded in granular cradle.
 - b. Untamped sand, fine earth or clay in other areas.
- C. Unsuitable Soil.
 - 1. When, in the opinion of the Engineer unsuitable soil conditions are encountered which require the removal of unsuitable materials below the depth of the bedding, replace the material removed with granular cradle of the grade approved by the Engineer.

3.11 BACKFILL

A. BACKFILL BELOW CENTER LINE OF PIPE

- 1. When "Selected Granular Backfill" is required above center line of pipe, granular cradle shall be placed below center line of pipe.
- 2. Where granular cradle is used it shall extend to the limits shown on the drawings.

3. For conduits not requiring granular or concrete cradle, backfill below a place passing through the horizontal diameter of the pipe shall be made with selected materials available from the trench excavation.
 - a. Material placed in this zone shall be free from all rocks which are capable of damaging the pipe.
 - b. The material shall be evenly and carefully placed and shall be hand tamped around the pipe.

B. BACKFILL ABOVE CENTER LINE OF PIPE

1. Provide backfill as indicated on drawings.

3.12. DISPOSAL OF SURPLUS EXCAVATED MATERIAL

- A. Surplus excavated material not needed for backfill shall be disposed of off site by Contractor, at no additional expense to Owner. Include costs for disposal in contract price and no additional compensation will be allowed.

3.13. WARRANTY

- A. Maintain and repair trench settlement which occurs within one year project warranty period at no expense to Owner.
- B. Repair trench settlement, including surface restoration which is required for proper trench maintenance during warranty period at no expense to Owner.
 1. Roadways, base and surfacing.
 2. Parking areas, base and surfacing.
 3. Site improvements.

3.14. PAY COSTS

- A. Include costs for trenching, backfilling, and compacting with bid price for contract and no additional compensation will be allowed.

END 02221.

DIVISION 2 - SITE WORK

Section 02232 - Roadway & Parking Area Base

1. GENERAL

1.01. WORK INCLUDES

A. Contractor:

1. Provide roadway and parking area as shown on drawings and specified herein.
 - a. Restore surfaced areas disturbed by construction.
 - b. Roadway areas.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. 02220 - Structure, Excavation, Backfilling & Compacting.
4. 02221 - Trenching, Backfilling & Compacting.
5. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

A. Description of System:

1. Grade roadway and parking area to drain.
2. Provide compacted aggregate base course, CA6 minimum 8 in. compacted thickness.
3. Restore surfaced areas disturbed by construction.

1.04. REFERENCES

A. Standards:

1. IDOT Standard R&B Specifications, current edition.

1.05. DELIVERY, STORAGE & HANDLING

- A. Acceptance (at site): Following subgrade preparation, place granular base on roadways.
02232 Roadway & Parking Area Base-1

1.06. SEQUENCE/SCHEDULING

A. Sequence:

1. Provide roadway area base following placement of all underground piping and completion of grading.
2. Promptly restore surfaced areas disturbed by construction.

B. Scheduling:

1. Comply with contract completion date.

2. PRODUCTS

2.01. MATERIALS

- A. Materials shall comply with Article 1004.04 of the IDOT Standard R&B Specifications, Aggregate Base Course, Gradation, CA 6.

3. EXECUTION

A. Preparation.

1. Prepare subgrade in accord with Sections 202, 212, and 301 of IDOT Standard R&B Specifications.
2. Provide select granular backfill in pipe trenches beneath surfaced areas disturbed by construction.

B. Installation.

1. Provide aggregate base roadway and parking area in accord with Section 351 of the IDOT Standard R&B Specifications, Type B.
2. Along pipeline routes:
 - a. Provide minimum compacted thickness shown on drawings.
 - b. Fill ruts caused by construction traffic.
 - c. Fill in low spots.
 - d. Provide surface slope to assure drainage.

(1). Minimum 1/4 inch per ft.

02232 Roadway & Parking Area Base-2

- (2). Maximum 3/8 inch per ft.
- e. Maintain during construction and warranty period.

END 02232.

DIVISION 2 - SITE WORK
Section 02315 - Directional Bore without Casing

1. GENERAL

1.01. WORK INCLUDES

A. Contractor provide:

1. Excavation for bore pit at each end of bore at locations shown on the drawings. Provide granular cradle to center of pipe within the bore pits. Sheet and brace as required to protect existing embankments.
2. Auger to horizontal extent indicated and to meet grades shown on the drawings and specified tolerances.
3. Carrier pipe with tracer wire.
4. Connection to carrier pipe at each end to interconnect with adjacent lines shown on drawings.
5. Backfill bore pit with material excavated from trench, unless otherwise indicated. Backfill in layers of not over 6 inch. Each layer to be firmly tamped in place.

1.02. RELATED WORK

A. Specified elsewhere:

1. 01010 - Project Summary.
2. 01051 - Grades, Lines & Levels.
3. 01600 - Material & Equipment.
4. 01620 - Storage & Protection.
5. 02221 - Trenching, Backfilling & Compacting.
6. 15060 - Pipe & Pipe Fittings.
7. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

A. Definitions:

1. Carrier pipe - pipe which conveys liquid.

B. Description of System:

1. Provide carrier pipe in manner to avoid open cutting through paved areas as shown on the drawings and as specified herein.
2. Carrier pipe to be interconnected with adjacent piping system and leak-proof.
3. Tracer wire to be installed with all non ferrous carrier pipe.

02315 Directional Bore w-out Casing-1

C. Interface with Adjacent System:

1. Interconnect with adjacent piping as shown on drawings.
2. Securely splice 12 gauge insulated solid copper tracer wire to make continuous.

D. Tolerances:

1. Provide 4 ft. minimum cover over top of carrier pipe, unless shown otherwise on the drawings.
2. Maximum cover over top of carrier pipe not to exceed 6 ft., unless shown otherwise on the drawings.

E. Performance Requirements:

1. Excavate bore pit, sheet and brace to prevent cave-ins or collapse of roadway or trackage.
2. Provide granular cradle to center of pipe within the bore pits.
3. Backfill bore pit with material excavated from trench unless otherwise indicated.
4. Tracer wire shall be continuous.

1.04. QUALITY ASSURANCE

A. Qualifications of:

1. The installer shall be experienced in this type of work, and shall submit experience list if requested by Engineer.

B. Regulatory Requirements:

1. Notify ROW owner 48 hours in advance of start of work. Contact Respective Road District Commissioner.

1.05. SUBMITTALS

A. In accord with 00800:

1. Shop drawings.
 - a. Carrier pipe.

1.06. DELIVERY, STORAGE & HANDLING

02315 Directional Bore w-out Casing-2

A. Acceptance at site:

1. Contractor shall receive and inspect all materials at jobsite. Remove defective materials from jobsite.

B. Protection:

1. Protect from damage.
 - a. Pipe.
 - b. Joints.

1.08. PROJECT/SITE CONDITIONS

A. Existing conditions:

1. Contractor shall base its bid and plan work on basis of its own subsurface investigation and information.
2. In the event that the auger cannot be advanced due to an unforeseen obstruction, the Contractor shall:
 - a. Immediately stop boring operations.
 - b. Immediately notify Engineer.
3. The Engineer shall direct the Contractor to provide required boring operations at adjacent location to fulfill project functional requirements. Change in location shall be in accord with contract unit prices, and no additional compensation will be allowed.

1.09. SEQUENCING/SCHEDULING

A. Sequencing:

1. Consult with Engineer to verify sequence. It is preferred that the boring operations be completed prior to other pipe laying operations so that related operations can be adjusted and constructed to meet final, accepted pipe locations and grades.
2. Verify in field, the location of existing underground utilities that may interfere with work, and verify location of facilities to be interconnected with carrier.
3. Excavate bore pit.
4. Bore hole.
5. Provide carrier pipe and tracer wire in place.
6. Provide granular cradle to center of pipe within the bore pits.
7. Backfill bore pit with material excavated from trench unless otherwise indicated.

B. Scheduling:

1. Do not start work until after 48 hour advance notice given to ROW owner.
2. Schedule to complete work within project timetable.

1.10. WARRANTY

- A. The boring installation shall be guaranteed to be free from defects in material, workmanship, and operation for a period of 1 year from date of final acceptance by Owner.
- B. Correct and make good all deficiencies noted during warranty period at no expense to Owner.

2. PRODUCTS

2.01. MATERIALS

- A. Carrier:
 1. Comply with 15060, and details shown on the drawings.
- B. Tracer wire installed with all non ferrous carrier pipe:
 1. Comply with 15060.

2.02. EQUIPMENT

- A. Boring Equipment:
 1. Equipment shall be of size and design to advance carrier under project conditions.
 2. Equipment shall include alignment calibration device, which shall be accurately calibrated to maintain specified alignment.

3. EXECUTION

3.01. PREPARATION

- A. Field measurements:
 1. Layout work as shown on drawings.

2. Verify location of existing underground utilities and piping systems to be interconnected to carrier pipe.

B. Excavation:

1. Excavate bore pit in accord with 02221.
2. Provide granular cushion and bracing beneath boring machine as required to maintain suitable foundation support during all operations.

C. Protection:

1. Protect adjacent structure, piping, and improvements during course of work.
2. Maintain trenches and bore pit in dewatered condition at all times.
3. Sheet and brace trench walls as required to maintain bore pit and to prevent collapse of adjacent roadway.
4. When project not attended, cap carrier pipe to prevent entrance of foreign material.

3.02. INSTALLATION

A. Tolerances:

1. Provide minimum 4 ft. cover over top of carrier, unless noted otherwise on drawings.
2. Provide maximum 6 ft. cover over top of carrier, unless noted otherwise on drawings.

B. Bore hole.

C. Place carrier pipe.

1. Exercise care to avoid damage to pipe or bell joints.

D. Backfilling:

1. During backfill, exercise care to prevent carrier from floating out of position or moving.
2. Place granular cradle in bore pit, beneath and to center of carrier pipe exercising care to provide firm foundation for carrier pipe.
3. Backfill bore pit with material excavated from trench in layers of not over 6 inch each layer to be firmly tamped into place.

3.03. FIELD QUALITY CONTROL

A. Tests:

1. Provide pressure test on carrier pipe in accord with drawings and 01654.
2. Disinfect and provide bacteriological tests on carrier pipe in accord with drawings and 01656.

3.04. ADJUST & CLEAN

- A. Adjust carrier to be stable.
- B. Clean up work area to satisfaction of Engineer.

3.05. PROTECTION

- A. During backfilling:
 1. Do not use wedges to lock pipe into position during backfilling.
 2. Prevent flotation or movement of pipe.
 3. Maintain trench in dewatered condition during all operations.
 4. Provide and maintain barricades and barriers during project work.

3.06. PAY COSTS

- A. Pothole and confirm all existing utility elevations prior to boring operations. Include these costs with unit price for boring and no additional compensation will be allowed.

END 02315.

DIVISION 2 - SITE WORK
Section 02485 - Seeding

1. GENERAL

1.01. WORK INCLUDES:

A. Contractor provide:

1. Fertilize, seed and mulch all unsurfaced non-cultivated areas disturbed by construction as specified herein and as shown on the drawings.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. 02220 – Earthwork.
4. 02221 - Trenching, Backfilling & Compacting.
5. Respective Specification Sections.

1.03. REFERENCED SPECIFICATIONS

- A. All seeding and fertilizing shall be in accordance with Section 250 of the IDOT Standard R&B Specifications. Limestone application shall not be required under this contract. Seeding shall be Class I, suitable for season at time of application.
- B. All mulching shall be in accordance with Section 251 of the IDOT Standard R&B Specifications. All unsurfaced areas disturbed by construction shall be mulched, using Method I.

1.04. QUALITY ASSURANCE

- A. Seeds shall comply with the Illinois Seed Law.

1.05. DELIVERY, STORAGE & HANDLING

A. Delivery:

1. Deliver grass seed in original containers labeled to indicate:
 - a. Analysis of mixture.

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- b. Percent of pure seed.
 - c. Year of production.
 - d. Date and location of packaging.
2. Deliver fertilizer in waterproof bags, labelled to indicate:
- a. Weight.
 - b. Chemical analysis.
 - c. Name of manufacturer, with address.
3. Deliver mulch in bales.

B. Storage:

- 1. Store in proper manner to prevent damage prior to application.
- 2. Damaged packages shall not be acceptable, and shall be removed from jobsite.

1.06. WARRANTY

- A. The seeding shall be guaranteed to be free from defects in material and workmanship until the date of final acceptance by the Owner. Provide and maintain a full standing crop of grass to the date of final acceptance.

2. PRODUCTS

2.01. MATERIALS

- A. Seed shall conform to Article 1081.04 of the IDOT Standard R&B Specifications.
- B. Fertilizer shall be granular, commercial 10-10-10 grade.
- C. Mulch shall conform to Article 1081.06 of the IDOT Standard R&B Specifications.

3. EXECUTION

3.01. PREPARATION

- A. Complete all backfilling and compaction operations.
- B. Assure that settlement of trenches and excavated areas has reached final grade.

- C. Fill in pockets and low spots, do not allow water to pond.
- D. Regrade as required to meet grades and to assure site drainage.
- E. Break up dirt clods to size less than 2 inches and loosen topsoil to a depth of 3 inches.
- F. Hand or machine rake areas to be seeded, to satisfaction of Engineer.
 - 1. Seed bed shall have uniform surface.
 - 2. Seed bed shall be free of weeds, clods, stones, roots, rivulets, gullies, crusting, and caking.

3.02. APPLICATION

- A. Conform to referenced portions of the IDOT Standard R&B Specifications.
- B. Apply fertilizer at a rate of 270 pounds per acre within 48 hours of seeding, mixed into top 3 inches of topsoil; all areas disturbed by construction.
- C. Apply seed as specified in IDOT Standard R&B Specifications; all areas disturbed by construction.
 - 1. Two operations at right angles to each other.
 - 2. Within 12 hours, roll with lawn compactor - do not over compact.
- D. Apply mulch at a rate of 2 tons per acre, within 24 hours after seeding; all areas disturbed by construction.

3.03. PERFORMANCE

- A. Conform to referenced portions of the IDOT Standard R&B Specifications.
- B. Maintain disturbed areas and re-seed or re-mulch as required to provide standing crop of grass over all unsurfaced areas disturbed by construction until final date of final acceptance by Owner.
 - 1. Apply water to maintain proper soil dampness and uniform seed germination. Do not erode, puddle, or form crust.
 - 2. Maintain surfaces and supply additional topsoil where required for uniform surface, including areas affected by erosion.

3. Mow grass when it reaches 4 inch height, and maintain to minimum height of 2.5 inches. Do not cut more than 1/3 of grass blade length at any one mowing. Cut material shall not be left in lumpy or bunched condition.
4. After first mowing, irrigate all grass with water to moisten soil from 3 to 5 inch depth.
5. Apply weed killer when weeds start to develop, apply during low wind when air temperature is above 50 degrees.
6. Replant damaged grass areas at:
 - a. Bare or thin spots.
 - b. Eroded areas.
 - c. Areas showing root growth failure.

C. Acceptance:

1. Owner shall accept seeding work at end of maintenance period, when seeded areas are properly established, but no earlier than date of final project acceptance.

3.04. PAY COSTS

- A. Include costs for seeding, mulching, and fertilizing in line item price indicated on bid form, and no additional compensation will be allowed.

END 02485.

DIVISION 2 - SITE WORK
Section 02644 - Hydrants

1. GENERAL

1.01. WORK INCLUDES:

A. Contractor:

1. Provide hydrants of size and at locations indicated on drawings. Include 6 inch x 18 inch anchor coupling and auxiliary gate valve and box for all hydrants.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary
3. 02221 - Trenching, Backfilling & Compacting.
4. 15060 - Pipe & Pipe Fittings for Potable Water.
5. 15101 - Gate Valves.
6. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

A. Interface with adjacent system:

1. Connect hydrants to piping as shown on drawings.
2. Provide auxiliary gate valve.
3. Provide thrust blocks and drain fields.

B. Tolerances:

1. Hydrants shall be set true and plumb in alignment.
2. Breakaway flanges shall be set above finished grade line:
 - a. 2" minimum.
 - b. 4" maximum.
3. Locate hydrant nozzles to face street or road.
4. Hydrant setting depth, bury over top of lead pipe, shall be as noted for the water main as shown on the drawings.

5. Provide hydrant barrel extensions and accessories as necessary to make installations meet grades shown on drawings and specified herein.
6. Provide thrust block and coarse granular drain field as shown on drawings, do not block barrel drain outlet on dry barrel hydrants.

C. Performance Requirements:

1. Hydrant valve shall open and close freely.
2. When closed, hydrant shall be bottle tight under all conditions of service for project.
3. Drain field shall properly drain hydrant barrel.
4. Hydrants shall be breakaway type.

1.04. REGULATORY REQUIREMENTS

A. Comply with provisions of PA 85-0343:

1. Hydrant discharge shall be at least 14 inches and not more than 26 inches from the surface from which they protrude; no object may be constructed, maintained, or installed within 48 inches of a fire hydrant. It is unlawful to install, maintain, construct or enlarge any barriers, trees, bushes, walls, or other obstacles which may hide or impede the use of a fire hydrant.

1.05. REFERENCES

A. Standards:

1. Standard Specifications for Water and Sewer Construction in Illinois, current edition.

1.06. SUBMITTALS

A. In accord with 00800:

1. Shop drawings.

1.07. DELIVERY, STORAGE & HANDLING

- A. Acceptance (at site): Contractor shall receive, unload, and inspect hydrants. Remove defective materials from site.
- B. Protection (prior to application or installation): Store and protect hydrants to prevent damage.

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1. Store hydrant with valve in closed position.
2. Prevent entrance of dirt and debris.
3. Lift in accordance with manufacturer's instructions.
 - a. Do not lift with nozzle, weather cap, MJ rings, or breakaway flange.
 - b. Use hoist with leather strap/sling.
4. Do not drop.

1.08. WARRANTY

- A. Hydrant and installation shall be guaranteed to be free from defects in material and workmanship for a period of one year from date of final acceptance by Owner.
- B. Correct and make good on any defects during the Warranty Period at no cost to Owner.

2. PRODUCTS

2.01. ACCEPTABLE MANUFACTURERS

- A. Kennedy
- B. Clow

2.02. MATERIALS

- A. Hydrants shall comply with AWWA Standard C-502.
- B. Hydrant size shall be as noted on the drawings:
 1. 6 Inch Three Way: One 4.5 inch nozzle, two 2.5 inch nozzles, 6 inch shoe, 5.25 inch valve opening.
 2. Hydrants shall be compression type, open against pressure and close with pressure.
 3. Hydrants shall be O-ring type construction.
 4. Provide two positive barrel drain openings.
 5. Provide self-oiling reservoir.
 6. Provide non-kinking nozzle cap chains.

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7. Provide 1.5 inch (37.5 mm) pentagon operating nut, open left/counter-clockwise.
8. Provide factory-applied protective coatings on exterior and interior.
9. Depth of bury shall be a minimum of 3.5 feet from ground level to top of pipe at hydrant shoe, and as required to fit project conditions as shown on drawings for specified locations.

C. Coarse Granular Material for Hydrant Drain Field:

1. Comply with details shown on drawings.
2. Material shall be washed gravel or crushed stone 3/4 inch to 1 inch size. Include cost in price for hydrants.

D. Thrust Blocks:

1. Comply with details shown on drawings.
2. Comply with Article 41-2.10, Division IV of Standard Specifications for Water and Sewer Construction in Illinois.
3. Do not block seal barrel drain holes.

E. Auxiliary Valve:

1. Comply with 15101.

F. Anchor Coupling:

1. 6 inch x 18 inch.
2. Manufactured by Clow, Griffin, or approved equal.

3. EXECUTION

3.01. INSPECTION

A. Inspect entire hydrant assembly before placing:

1. Contractor.
2. Engineer.

B. Prior to backfilling, provide notice to Engineer to permit inspection.

3.02. PREPARATION

A. Field Position and Orientation:

1. Verify hydrant location and setting as shown on drawings.
2. Adjust hydrant such that nozzles face street or road.
3. Provide extension, as required, to fit finish grade so that breakaway flange is 2 inches to 4 inches above finish grade.

B. Field location:

1. As shown on drawings, with final location as directed by the Engineer:
 - a. With respect to location along pipe line.
 - b. With respect to distance from center of pipe line.
 - c. In compliance with P.A. 85-0343.
2. Measure and record distance from hydrant to:
 - a. Supply main.
 - b. Auxiliary valve.

C. Cut off bevel on PVC pipe to fit MJ shoe fitting on hydrant.

3.03. INSTALLATION

A. Comply with standards:

1. Standard Specifications for Water and Sewer Construction in Illinois, Section 45, Division IV.
2. AWWA Standard C-600.

B. Disinfect in accord with 01656.

C. Provide minimum seven day cure period for thrust block before pressurizing hydrant and hydrant lead line.

D. Pressure test lines with hydrant auxiliary valve in open position.

1. Locate auxiliary valve within four ft. of hydrant.
2. Auxiliary valve shall comply with 15101.

3.04. FIELD QUALITY CONTROL

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A. Tests:

1. Barrel shall properly drain after hydrant closed.
2. Hydrant wrench shall clear ground line and operating nozzle in full circle arc.

3.05. ADJUST AND CLEAN

- A. Adjust hydrant packing in accord with manufacturer's instructions.

END 02644.

DIVISION 2 - SITE WORK
Section 02650 - Valved Interconnections

1. GENERAL

1.01. WORK INCLUDES

A. Contractor:

1. Provide valved interconnections with existing water mains at locations shown on drawings.
2. Make live taps without removing existing water mains from service.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. 02221 - Trenching, Backfilling & Compacting.
4. 15101 - Gate Valves.
5. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

A. Definitions:

1. The term tapping tee is synonymous with tapping sleeve.

B. Description of System:

1. Provide live tap to interconnect with existing water main using stainless steel or cast iron tapping sleeve and tapping valve with tapping machine equipped with shell cutter.
2. Do not remove existing water main from service.

C. Interface with Adjacent System(s):

1. Interconnect with existing water mains at locations shown on drawings.
2. Field verify locations, size, and material of existing water mains to be interconnected.

D. Tolerances:

1. Install in level and plumb position.
2. Provide minimum tap opening as shown on the following table.

<u>Main Size</u>	<u>Minimum Shell Cut</u>
4 Inch	3.5 Inch
6 Inch	5.5 Inch
8 Inch	7.5 Inch
10 Inch	9.5 Inch
12 Inch	11.5 Inch

E. Performance Requirements:

1. Recover coupon.
2. Deliver coupon to Engineer immediately upon completion of tap.
3. Pass specified pressure test.
4. Provide connection under pressure with no loss of water or interruption of flow in main.

1.04. QUALITY ASSURANCE

A. Qualifications of:

1. Manufacturer of tapping sleeve and valve shall have minimum 5 years experience in manufacturing items used for valved interconnection.
2. Installer shall be experienced in this type of work.
3. Comply with State of Illinois Plumbing Code.

1.05. SUBMITTALS

A. In accord with 00800:

1. Shop Drawings.
 - a. Tapping sleeve.
 - b. Tapping valves.

1.06. DELIVERY, STORAGE & HANDLING

- A. Acceptance at site: Contractor shall receive, unload and inspect materials. Remove defective materials at site.
- B. Protection: Comply with 15101.

1.07. PROJECT/SITE CONDITIONS

A. Existing Conditions:

- 1. Existing conditions are shown on drawings based on best available information.
- 2. Field verify existing water main conditions.
 - a. Location.
 - b. Size.
 - c. Material.

1.08. SEQUENCING/SCHEDULING

A. Sequencing:

- 1. Excavate and verify conditions at connection points.
- 2. Install tapping sleeve and valve.
- 3. Install polyethylene wrap of tapping sleeve and valve in accordance with AWWA C-105.
- 4. Provide tap and recover coupon.
- 5. Close valve.
- 6. Connect mains.
- 7. Flush, test, disinfect, pass bacteriological test.
- 8. Fully open valve.

B. Scheduling:

- 1. Comply with contract time schedule.

1.09. WARRANTY

- A. The valved interconnections (including tapping sleeve and valve) shall be guaranteed to be free from defects in material, workmanship, and operation for a period of 1 year from date of final acceptance by Owner.
- B. Correct and make good all deficiencies noted during warranty period at no expense to Owner.

2. PRODUCTS

2.01. ACCEPTABLE MANUFACTURERS

- A. Tapping sleeves.
 - 1. Ford
 - 2. Smith-Blair
 - 3. Romac
 - 4. Or approved equal.
- B. Tapping valves.
 - 1. See specification section 15101.

2.02. MATERIALS

- A. Tapping valves shall be cast iron gate valves complying with 15101.
- B. Tapping sleeve shall be stainless steel or ductile iron.
 - 1. Stainless steel tapping sleeves.
 - a. Constructed entirely from 304 stainless steel including body, flange, and bolts.
 - b. Rated for 200 psi service.
 - c. Outlet flange shall be Class 125, ANSI B 16.1.
 - d. Include reinforced cross section to provide strength.
 - e. Provide polyethylene wrap of tapping sleeve and valve in accordance with AWWA C-105.
 - f. Shall comply with AWWA C-223.
 - 2. Ductile iron tapping sleeves.
 - a. Shall comply with AWWA C-110.
 - b. Rated for 200 psi service .
 - c. Outlet flange shall be Class 125, ANSI B 16.1.
 - d. Provide polyethylene wrap of tapping sleeve and valve in accordance with AWWA C-105.
 - e. Shall have totally confined ends and side gaskets to eliminate cold flow and creep.

- C. Provide cast iron valve box in accord with 15101. Use of PVC valve boxes shall not be permitted.
- D. Provide thrust blocks.
 - 1. Comply with details shown on drawings.
 - 2. Comply with Article 41-2.10, Division IV of Standard Specifications for Water and Sewer Construction in Illinois.
 - 3. Concrete shall be poured in place and have minimum 3000 psi 28 day compressive strength.

2.03. EQUIPMENT

- A. Provide drilling machine as required to connect to tapping valve to permit connection to be made under pressure with no loss of water or interruption of flow in the main being tapped.

3. EXECUTION

3.01. INSPECTION

- A. Excavate and expose main to be tapped.
- B. Engineer and Contractor shall inspect surfaces of pipe to be tapped.
 - 1. Wire brush clean main to be tapped, covering area of tapping sleeve plus 6 inches beyond each end of sleeve.
- C. Comply with 15101.

3.02. PREPARATION

- A. Field measurements:
 - 1. Verify pipe outside diameter to fit tapping tee.
 - 2. Comply with 15101.

3.03. INSTALLATION

- A. Tolerances:

1. Install in level and plumb position, allowing proper operation of valve with standard valve wrench.
 2. Do not deflect or place undue load on pipe.
- B. Handle materials and equipment carefully.
1. Comply with 15101.
- C. Preparation:
1. Comply with 15101.
- D. Field measurements:
1. Comply with 15101.
- E. Comply with Standards:
1. In accord with 15101.
- F. Fully support tapping tee and valve to avoid stressing pipe and valve.
- G. Thrust block tapping tee in accordance with details shown on drawings.
- H. Mechanically compact backfill adjacent to valve box, to prevent settlement and shifting of valve boxes.

END 02650.

DIVISION 2 - SITE WORK
Section 02655 - Water Service Relocations

1. GENERAL

1.01. WORK INCLUDES

A. Contractor Provide:

1. Provide water service material and relocation of existing water services to new water mains.
 - a. Service reconnections with new corp. stop, meter box, yoke, and connection to existing service line. Meters provided by City to be installed by Contractor.
 - b. Service reconnections with new corp. stop, curb stop, box, and connection to existing service line.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. 02221 - Trenching, Backfilling and Compacting.
4. 15060 - Pipe and Pipe Fittings for Potable Water.
5. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

A. Description of system:

1. Provide all new water service from new main to new meter box and appurtenances for 1", 1.5", and 2" services where applicable.
 - a. Service saddle.
 - b. corporation stop.
 - c. 1 inch, 1.5", and 2" service line.
 - d. 1" yoke 12" high with integral check valve for 1". Other sizes to be compatible with existing meters.
 - e. 5/8" x 3/4", 1.5", and 2" positive displacement meter (provided by City and installed by Contractor).
 - f. 18" x 36" slotted PVC meter box with cast iron frame and lid. For 5/8"x3/4" meters. 30"x36" slotted PVC meter box with cast iron frame for 1.5" and 2" meters.

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- g. Connection to existing service line.
- h. Other fittings as necessary to relocate existing services.

B. Interface with Adjacent Systems:

- 1. Field verify locations.
- 2. Provide fittings as necessary to connect to existing service line.
- 3. Relocate water services to new main only after the Owner has received an operating permit for the new main from IEPA.

C. Tolerances:

- 1. Provide minimum 3.0 foot depth of cover over house service piping.

1.04. QUALITY ASSURANCE

- A. Installer shall be experienced with this type of work.
- B. Comply with State of Illinois Plumbing Code.

1.05. SUBMITTALS

A. In accord 00800:

- 1. Shop Drawings.
 - a. Service saddle.
 - b. Corp. stop.
 - c. 1" type K copper, 1.5" and 2" SDR9 HDPE.
 - d. 1" yoke 12" high with integral check valve. Other sized to be compatible with existing meters.
 - e. 18" x 36" slotted PVC meter box with cast iron frame and lid. 30"x36" slotted PVC meter box with cast iron frame for 1.5" and 2" meters.
 - f. Miscellaneous fittings.

1.06. DELIVERY, STORAGE, & HANDLING

- A. Acceptance at site: Contractor shall receive, unload and inspect materials. Remove defective materials from site.

- B. Protection: Comply with 01620 & 15060.

1.07 PROJECT/SITE CONDITIONS

A. Existing Conditions:

1. Existing conditions are shown on drawings based on best available information.
2. Field verify existing conditions.

1.08. SEQUENCING/SCHEDULING

A. Sequencing:

1. Install new water mains.
2. Install valved interconnect with existing water main.
3. Pressure test water mains.
4. Provide bacteriological testing of new mains.
5. Relocate house services.
6. Provide non-pressure connection water mains.

B. Scheduling:

1. Relocate house services only after Owner has received an operating permit for the new mains from IEPA.
2. Comply with contract time schedule.

1.09. WARRANTY

- A. The service relocations shall be free from defects in material, workmanship and operation for a period of one year from date of final acceptance by Owner.
- B. Correct and make good all deficiencies noted during warranty period at no expense to Owner.

2. PRODUCTS

2.01. ACCEPTABLE MANUFACTURERS

- A. Ford.
- B. AY McDonald

2.02. MATERIALS

A. Service saddles shall conform to:

1. Brass Alloy body per AWWA C-800 (lead free).
2. Buna-N Rubber gasket per ASTM D-2000 80MS BG-506.
3. Two silicon bronze straps flattened to provide a wider bearing surface against pipe.
4. Brass alloy nuts per AWWA C-800.
5. Iron pipe threads.

B. Corporation stops shall conform to:

1. Brass body per AWWA C-800-66 (lead free).
2. Iron pipe thread inlet.
3. Compression connection outlet.

C. Yokes shall conform to:

1. Brass body per AWWA C-800-66 (lead free).
2. Iron pipe thread inlet.
3. Compression connection outlet.
4. Built to accept 5/8" x 3/4" meter and existing 1.5" and 2" meters
5. Integral check valve. For 5/8"x3/4" meters.

D. Meter Box, Frame, and Lid

1. Slotted PVC Box
2. Cast iron frame and lid.
3. Stamped "WATER" on lid.
4. Lids predrilled for remote read system.

E. Service Curbstops

1. A.Y. McDonald or Ford.

F. Service Curbstops Boxes

1. A.Y. McDonald or Ford

G. Service piping shall conform to:

1. 1" Type K copper, SDR9 for 1.5" and 2" service lines.

H. Other brass fittings as necessary to connect new service piping to existing meter yoke and existing service line (Compression).

2.03. EQUIPMENT

A. Provide drilling machine as required to make service connection under pressure with no loss of water or interruption of flow in the main being tapped.

3. EXECUTION

3.01. INSPECTION

A. Excavate and expose main to be tapped.

B. Engineer and Contractor shall inspect surfaces of pipe to be tapped.

1. Clean main to be tapped, before installing service saddle.

3.02. PREPARATION

A. Field measurements:

1. Verify pipe outside diameter to fit service saddle.

2. Comply with 15060.

3.03. INSTALLATION

A. Tolerances:

1. Do not place undue load on service saddles, corporation stops or service piping.

B. Handle materials and equipment carefully.

1. Comply with 15060.

C. Field measurements:

1. Comply with 15060.

D. Comply with Standards:

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1. In accord with 15060.

END 02655.

DIVISION 15 - MECHANICAL
Section 15060 - Pipe & Pipe Fittings for Potable Water

1. GENERAL

1.01. WORK INCLUDES

- A. Contractor provide water main and appurtenances with pipe, fittings, and tracer wire as specified herein and as shown on drawings.

1.02. RELATED WORK

- A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. 01654 - Starting of Potable Water Piping Systems.
4. 01656 - Disinfecting Water Lines & Facilities.
5. 02221 - Trenching, Backfilling & Compacting.
6. 02644 - Hydrants.
7. 15101 - Gate Valves.
8. Respective Specification Sections.

1.03. SYSTEM DESCRIPTION

- A. Description of System:

1. Piping and fittings shall be size and type as shown on drawings.

- B. Interface with Adjacent System(s):

1. Interconnect with existing water system as shown on drawings.
2. Provide all necessary transition gaskets, adapters, bolts, gaskets, joint preparation, and accessories required to join the piping system throughout the proposed work.
3. Provide 12 gauge insulated solid copper tracer wire brought up at valve boxes for all PVC water mains.

- C. Tolerances:

1. Install piping with depth of cover at least 3 feet and no more than 6 feet, unless shown otherwise on the drawings.

15060 Pipe & Pipe Fittings for Potable Water-1

2. Install hydrants, valves, valve boxes and appurtenances in true and level or plumb position.

D. Performance Requirements:

1. All piping and fittings shall be joined and restrained to totally prevent leakage under all conditions of service.
2. Join all tracer wire with U.L. listed direct burial splice to ensure continuity.

1.04. QUALITY ASSURANCE

A. Qualifications of:

1. Manufacturer shall be regularly engaged in manufacture of pipe and pipe fittings.
2. Installer shall be experienced in this type of work. Comply with State of Illinois Plumbing Code.

- B. PVC pipe evidencing ultraviolet radiation "sunburn" damage due to direct exposure to sunlight shall not be used on this project unless the actual date of original manufacture to the actual date of installation is less than one year.

- C. All iron (ferrous) pipe, fittings, valve boxes and fasteners shall be "American-manufactured."

1.05. SUBMITTALS

A. In accord with 00800.

1. Shop drawings.
2. NSF 14 certification for PVC pipe materials.
3. NSF 61 certification for PVC pipe joint lubricants.

1.06. DELIVERY, STORAGE & HANDLING

A. Acceptance (at site):

1. Contractor shall accept and inspect all pipe and pipe fittings at site. Remove defective materials.

B. Protection (prior to application or installation):

15060 Pipe & Pipe Fittings for Potable Water-2

1. Handle and store pipe and pipe fittings to prevent entrance of rodents, debris, and deleterious substances.
2. Comply with recommendations of pipe manufacturer to protect materials.

1.07. PROJECT/SITE CONDITIONS

A. Existing conditions:

1. The contractor shall verify the location of piping as necessary to complete the work.
2. Contractor shall familiarize itself with all existing conditions at site of work.

1.08. WARRANTY

- A. All pipe and pipe fittings shall be guaranteed for a period of 1 year following final acceptance by Owner.
- B. Contractor shall repair all defects, leaks, or malfunctions which occur on piping system at the contractor's expense during warranty period.

2. PRODUCTS

2.01. WATER MAIN MATERIALS

A. Ductile iron:

1. Ductile iron fittings shall be restrained joint for buried piping, 350 psi pressure rating in accord with AWWA Standard C110 or C153, with cement mortar lining in accord with AWWA Standard C104. Mega-Lug or equal restraining glands shall be provided for all mechanical joint fittings. Fittings shall be American-made. Include cost of fittings with contract unit price for water main, and no additional compensation will be allowed.
2. Pipe and fittings shall be cement mortar lined to comply with AWWA Standard C 104 and C 602, standard thickness.
3. Polyethylene Encasement:

- a. Include cost of polyethylene encasement for fittings in contract unit price for water mains, and no additional compensation will be allowed.

B. PVC Water Main:

1. Acceptable manufacturers:
 - a. North American Pipe Corp. (NAPCO).
 - b. Certain-Teed.
 - c. Diamond Plastics Corp.
 - d. Freedom Plastics, Inc.
 - e. J-M Manufacturing Co.
 - f. National Pipe and Plastics, Inc.
 - g. Bristolpipe.
 - h. Northern Pipe Products, Inc.
 - i. PW Eagle, Inc.
 - j. Or approved equal.
2. DR-rated PVC pipe shall comply with AWWA Standards (DR noted on drawings). Comply with NSF 14.
 - a. DR-rated PVC pipe shall comply with AWWA Standard C-900, D.I.O.D.
3. PVC materials for pipe shall comply with ASTM D1784, cell classification 12454-B, and NSF 14 for potable water use.
4. Compression type joints shall be elastomeric gaskets conforming to ASTM D3139. Gaskets shall comply with ASTM F477. Provide compression joints for all buried PVC piping unless noted otherwise.
5. Joint lubricant for PVC pipe shall comply with NSF 61.
6. Provide transition gaskets on ductile iron fittings to connect with PVC pipe, as required.

C. Restrained Joint PVC Water Main

1. Acceptable manufacturers:
 - a. CertainTeed Certa-Lok.
 - b. Or approved equal.

2. Restrained joint DR-rated PVC pipe shall comply with AWWA Standard C-900 and the requirements of NSF 14, including markings. Pipe and coupling materials shall comply with ASTM D1784 for cell classification 12454-B. The pipe and coupling must provide a restrained joint by utilizing machined grooves in the pipe and coupling into which a nylon restraining spline shall be inserted to provide full 360° restraint with evenly distributed loading. Gaskets shall comply with ASTM F477 for elastomeric seals.
3. Restrained joint couplings shall be beveled on leading edges to minimize soil friction.
 - a. Exposed splines shall be cut to 2 in. from coupling wall to reduce soil drag.
 - b. Couplings shall be designed for use at the rated pressures of the pipe with which they are utilized, and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477.
4. Joint lubricant for restrained joint PVC pipe shall comply with NSF 61.
5. Provide all necessary transition couplings to connect with other types of piping such as standard PVC pipe.

D. Tracer Wire:

1. 12 gauge insulated solid copper tracer wire, 15 mil insulation thickness, U.L. approved, N.E.C. Standard.
2. Continuous connection with U.L. listed direct burial splice.

2.02. FABRICATION

A. Fabrication tolerances.

1. PVC pipe shall be installed to allow for expansion and contraction.
2. All flanged pipe and fittings shall be fabricated to fit properly without use of spacers.

3. EXECUTION

3.01. INSTALLATION

A. Pipe laying.

1. Buried pipe laying shall comply with:
 - a. Section 41, Division IV of the Standard W&S Specifications.
 - b. AWWA Standard C 605 for PVC pipe.
 - c. AWWA Standard C 600 for ductile iron and mechanical joint fittings.
 - d. Manufacturer's recommendations for restrained joints.
2. Installation of mechanical joints shall comply with AWWA Standard C-600.
3. Install continuous or securely spliced 12 gauge insulated solid copper tracer wire on all non-ferrous buried pipe. Lay wire in trench next to pipe. Bring up into valve boxes to allow Owner future connection for locating main. Cost shall be included in price for water main and no additional compensation will be allowed.

B. Curvilinear pipe installation for SDR and DR rated water main 12 inch and smaller.

1. The pipe joints shall be blocked or braced before deflecting the pipe so no deflection in the gasketed joint occurs. All deflection in the pipe shall be attained by bending of the pipe barrel.
2. Longitudinal bending for AWWA C900 DR rated water main 12 inch and smaller shall comply with:
 - a. AWWA Standard C 605 for PVC pipe installation.
 - b. Uni-Bell Handbook of PVC Pipe, latest edition.
 - c. The following minimum bending radii and maximum offset for each 20 foot pipe length.

<u>Pipe Diameter</u>	<u>Minimum Bending Radius (Ft.)</u>	<u>Maximum Offset for 20 Ft. Pipe Length (In.)</u>
6"	144	17
8"	188	13
10"	232	10
12"	275	9

3.02. PREPARATION

A. Field measurements.

1. Contractor shall field verify all piping dimensions and elevations to properly fit and join new pipe and pipe fittings with new and existing work.

B. Protection.

1. Protect adjacent piping, equipment, and structure during performance of work.
2. Protect existing utilities.
3. Cap new pipe to prevent entry of rodents, animals, and foreign material when project is not attended.
4. Maintain trenches in dewatered condition; do not allow surface or trench water to enter pipe.
5. Prevent entry of contaminated water into piping systems.

3.03. INSTALLATION

A. Tolerances:

1. Install all pipe and pipe fittings without creating strain on adjacent interconnected piping systems.
2. Underground piping shall have minimum 4 ft. cover over top of pipe, but maximum depth shall not exceed 6 ft. unless noted otherwise on the drawings.
3. Apply joint lubricants for PVC pipe in accord with manufacturer's recommendations. Do not apply excessive amounts of lubricant.

3.04. FIELD QUALITY CONTROL

A. Tests:

1. Buried piping systems shall be pressure tested as specified in 01654 and as noted on the drawings.
2. Test and demonstrate tracer wire continuity.

B. Disinfection, in accord with 01656:

1. All piping shall be thoroughly flushed to remove dirt, excess pipe joint lubricant, and other foreign materials.
2. All piping shall be thoroughly disinfected with an initial 50 mg/L chlorine dosage, followed by a minimum 24 hour contact period. At the end of the 24 hour period,
15060 Pipe & Pipe Fittings for Potable Water-7

there shall be remaining chlorine residual of at least 25 mg/L. Following this disinfection procedure, the line shall be flushed; then bacteriological samples shall pass on two consecutive days. Bacteriological analyses shall be performed by an Illinois Environmental Protection Agency laboratory, or a laboratory certified for this type of analysis by the Illinois Dept. of Public Health/Illinois Environmental Protection Agency. Submit samples in manner to reach laboratory within 30 hours. Pay all costs.

3. Disinfection of plastic piping shall be accomplished by methods recommended in AWWA Standard C-651. Introduce solution with metering pump.
4. Provide necessary taps and fittings for flushing and disinfection procedures.
5. Provide smooth nosed sampling spigot or tap for obtaining water samples for bacteriological analyses.
6. During the disinfection process and contact period, valves, hydrants, and other appurtenances shall be operated and exercised to assure contact with the disinfectant.
7. Isolation valves interconnecting new piping with existing piping shall remain closed until the operating permit has been obtained from the Illinois Environmental Protection Agency. The Owner shall obtain said operating permit.

C. Thrust Blocks:

1. Provide thrust blocks for underground piping as shown on the drawings and as specified in Standard W&S Specifications.

D. Pipe Supports:

1. Uniformly support buried piping on continuous firm foundation bearing.
2. Uniformly support and restrain exposed piping as shown on drawings.

E. Tracer Wire:

1. Continuous 12 gauge insulated solid copper tracer wire is to be provided on all buried non-ferrous piping installed under this contract. Include cost with contract unit price for water main, and no additional compensation will be allowed.

3.05. PAY COSTS

15060 Pipe & Pipe Fittings for Potable Water-8

2/2018

A. On unit price contracts, include costs of the following items with bid price for pipelines:

1. Trenching, backfilling, pipe, joints, fittings, thrust blocks, and accessories.
2. Copper tracer wire on PVC water mains.
3. Copper tracer wire continuity test.
4. Polyethylene encasement of ductile iron pipe and fittings.
5. Pressure testing.
6. Disinfection and bacteriological testing.
7. Protection of existing utilities, including replacement of items disturbed.

END 15060.

DIVISION 15 - MECHANICAL
Section 15101 - Gate Valves

1. GENERAL

1.01. WORK INCLUDES:

A. Contractor provide:

1. Gate valve with nut operators and cast iron valve boxes, location indicated on the drawings.

1.02. RELATED WORK

A. Specified elsewhere:

1. 00050 - Standard Documents for Construction.
2. 01010 - Project Summary.
3. 02221 - Trenching, Backfilling & Compacting.
4. 15060 - Pipe & Pipe Fittings for Potable Water.
5. Respective Specification Sections.

1.03. QUALITY ASSURANCE

A. Qualifications of:

1. Manufacturer shall be regularly engaged in manufacturing gate valves.

1.04. REFERENCES

A. Standards:

1. American Water Works Association (AWWA).

1.05. SUBMITTALS

A. In accord with 00800:

1. Shop drawings.
2. Operating and maintenance data.
3. Turns required to open/close valve.

1.06. DELIVERY, STORAGE, & HANDLING

15101 Gate Valves-1

- A. Acceptance (at site): Contractor shall receive, unload and inspect gate valves. Remove defective materials from site.
- B. Protection (prior to application or installation): Store and protect gate valves to prevent damage.
 - 1. Store valve in closed position.
 - 2. Prevent entrance of dirt and debris.
 - 3. Do not expose resilient seat to sunlight for extended period of more than one month. Cover with opaque material during storage to prevent sunlight exposure.
 - 4. Do not drop.
 - 5. Do not lift valve with chain or sling around operator or through waterway opening.
 - 6. Lift valve with eyebolt or rod through flange holes or chain hooks at end of ports in accord with manufacturer's recommendations.

1.07. PERFORMANCE

- A. Gate valves shall open when turned in counter-clockwise direction.
- B. Gate valves shall close bottle tight under all service conditions for project.
- C. Place buried valves with boxes in true plumb and concentrically centered position to permit wrench access to fully open and close.
- D. Valve shall open and close freely.
- E. For buried valves, set top of valve box at finished grade in visible and accessible position. Provide gaskets and transition type gaskets where required for proper installation.

1.08. WARRANTY

- A. Gate valves shall be guaranteed to be free from defects in material, workmanship, and installation for a period of one year from date of final acceptance by Owner.
- B. Repair, correct, and make good any defects noted during warranty period to Owner.

2. PRODUCTS

2.01. ACCEPTABLE MANUFACTURERS

15101 Gate Valves-2

1. Clow
2. Kennedy
3. Mueller
4. Or approved equal.

2.02. MATERIALS

A. Gate Valves

1. Resilient seated wedge type gate valves.
 - a. Comply with AWWA Standard C-509, with 2 inch square wrench nut.
 - b. Bolts and nuts for bonnet and stuffing box shall be 316 stainless steel.
 - c. Wrench nut cap screw shall be 316 stainless steel.
2. Valve stems.
 - a. Non-rising stem.
3. End joints shall fit type of pipe, mechanical joint for plain end piping. Provide gaskets and transition type gaskets where required for proper installation. Mechanical joint ends shall comply with AWWA Standard C-111.
4. Protective Coatings.
 - a. Interior epoxy coating shall comply with AWWA Standard C-550.
 - b. Exterior coating shall be factory applied epoxy at 3.5 mils.

B. Valve Box & Cover

1. Adjustable 5-1/4 inch diameter cast iron box, of length required for depth of bury. PVC valve boxes will not be permitted.
2. Cast iron cover.

3. EXECUTION

3.01. INSPECTION BEFORE INSTALLATION

15101 Gate Valves-3

- A. Clean end joints.
- B. Check for and repair handling or storage damage.
- C. Firmly tighten bolting between actuator and valve, and on packing box.
- D. Open and close valve:
 - 1. Assure proper operation.
 - 2. Assure full seating.
- E. Close valve before installing.

3.02. INSTALLATION

- A. Tolerances:
 - 1. Install in level and plumb position, allowing proper operation of valve with standard valve wrench.
 - 2. Do not deflect or place undue load on pipe.
- B. Handle valve carefully.
 - 1. Do not drop.
 - 2. Do not subject to impact.
 - 3. Do not use valve as jack to pull pipe into alignment.
- C. Install as shown on drawings. Mechanically compact backfill adjacent to valve boxes to prevent settlement and misalignment of valve boxes.
- D. Preparation.
 - 1. Prepare valve ends and install in accord with manufacturer's instructions for valve joint used.
 - 2. Do not deflect the valve/pipe joint.
 - 3. Support pipe to avoid line stress on valve and pipe.
- E. Field Measurements:
 - 1. Locate buried gate valves at locations shown on drawings, and as directed by Engineer.

2. Locate auxiliary valves for hydrants as shown on drawings.
3. Provide to Engineer the as-built measurements to all final valve locations, with at least three tie-down measurements.

F. Installation:

1. Comply with AWWA Standard C-600 for underground valve installation.
2. Comply with Article 42-3, Division IV of Standard W&S Specifications for underground installation.
3. Provide precast concrete support pad beneath buried valves.

3.03. Pay Costs

- A. Include cost of gate valves with boxes and accessories with bid, and no additional compensation will be allowed.

END 15101.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE INTERIM CITY
MANAGER TO EXECUTE AN AMENDED DEVELOPMENT AGREEMENT
PURSUANT TO 65 ILCS 5/8-1-2.5, WITH TJO HOLDINGS LLC,
AND OTHER ACTIONS RELATED THERETO**

WHEREAS, the City of Highland, Madison County, Illinois (“City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, by Ordinance No. 3011, dated April 6, 2020, City and TJO Holdings LLC (“Developer”) entered a previous Development Agreement involving 907 Main Street, Highland, Illinois; and

WHEREAS, City and Developer desire to repeal the previous Development Agreement approved by Resolution No. 3011, dated April 6, 2020, and replace with the proposed Amended Development Agreement attached hereto as **Exhibit A**; and

WHEREAS, City has authority to reimburse expenses for economic development pursuant to 65 ILCS 5/8-1-2.5, which states, in pertinent part:

Sec. 8-1-2.5. Expenses for economic development. The corporate authorities may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

and

WHEREAS, City has determined Developer has presented to City a proposal for redevelopment of:

A strip of land 15 feet wide off of the West side of Lot 10 and a strip of land 17 feet wide off of the East side of Lot 11 in Block 14 of the City of Highland according to the plat thereof recorded in Plat Book 4 at Page 40 in the Recorder's Office of Madison County, Illinois. Situated in the County of Madison and State of Illinois.

PIN#: 01-2-24-05-07-201-018

Address: 907 Main Street, Highland, Illinois 62249

("Property"); and

WHEREAS, Developer has proposed to rehab, remodel and develop the Property and surrounding property, with estimated costs as follows:

1. Rehab, Remodel, and Development of Existing Building and Surrounding Property – estimated \$1,100,000;

("Project"); and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment within City; and

WHEREAS, Developer's Project will enable Developer to generate sales tax revenue for City; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from City according to 65 ILCS 5/8-1-2.5; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovation, and improvements, in accordance with the Amended Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to provide financial assistance to Developer as follows:

- a. Total Estimated Business District Eligible Costs: \$1,100,000.

- b. The City may reimburse 75% of the City's portion of property taxes from the incremental EAV generated by the rehab, remodel, and development of the Property for up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
 - 1) The present base EAV for assessment year 2018 is \$5,690.
 - 2) Developer's estimated EAV after redevelopment and completion of the Project is \$433,333.
 - 3) Based on Developer's estimate, the estimated EAV increase is estimated to be \$427,643 upon completion of the Project.
 - 4) 75% of the City's portion of property taxes from the estimated increase in EAV is \$6,009.
 - 5) The estimated reimbursement from the City's portion of property taxes from incremental EAV available is \$6,009 annually for up to ten (10) years.
 - 6) Developer's total estimated Business District incentive for incremental EAV is \$60,090.

- c. City may reimburse Developer up to 75% of the incremental 1% City sales tax for up to 10 years for the Project, or until the maximum funding amount is reached in combination with the other funding assistance:
 - 1) Developer estimates \$3,000,000 in annual newly generated sales taxes.
 - 2) City's 1% sales tax applied to the estimated \$3,000,000 in Developer's taxable sales equals \$30,000.
 - 3) 75% of \$30,000 equals \$22,500.
 - 4) \$22,500 times ten (10) years equals \$225,000.
 - 5) Developer's total estimated Business District Incentive from City's 1% sales tax is \$225,000.

d. City may waive or reimburse Developer all costs associated with permit fees charged by the City during construction of the Project, or until the maximum funding amount is reached in combination with the other funding assistance.

e. However, Developer's total incentive from City's Business District shall not exceed 20% of the estimated Project costs of \$1,100,00, or \$220,000.

(See **Exhibit A**); and

WHEREAS, City desires to authorize the execution of an Amended Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Amended Development Agreement between City and Developer (*see Exhibit A*).

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Highland, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland.

Section 2. The City of Highland hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.
- c. Developer's Project will strengthen the retail commercial sector of City.
- d. Developer's Project will enhance the tax base of City;
- e. The Amended Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Amended Development Agreement by and between the City of Highland and TJO Holdings LLC, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Amended Development Agreement with TJO Holdings LLC (**Exhibit A**).

Section 5 This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the 4th day of January, 2021, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis
Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

**AMENDED DEVELOPMENT AGREEMENT
TJO HOLDINGS LLC – 907 MAIN STREET, HIGHLAND, ILLINOIS
65 ILCS 5/8-1-2.5**

This Amended Development Agreement (“Agreement”) is entered into by and between the City of Highland, an Illinois Municipal Corporation (“City”) and TJO Holdings LLC (“Developer”). City and Developer may hereinafter be referred to as “Parties,” or individually as “Party.” This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the “Effective Date”):

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, Developer is the owner of:

A strip of land 15 feet wide off of the West side of Lot 10 and a strip of land 17 feet wide off of the East side of Lot 11 in Block 14 of the City of Highland according to the plat thereof recorded in Plat Book 4 at Page 40 in the Recorder’s Office of Madison County, Illinois. Situated in the County of Madison and State of Illinois.

PIN#: 01-2-24-05-07-201-018

Address: 907 Main Street, Highland, Illinois 62249

(“Property”); and

WHEREAS, Developer has submitted a “City of Highland – Business District Financing Assistance Application” (*See Exhibit A*); and

WHEREAS, Developer proposes to renovate, remodel, and develop the Property; and

WHEREAS, City wishes to encourage Developer to renovate, remodel, and develop the Property, and assist Developer with costs, including:

1. Rehab, Remodel, and Development of Existing Building and Surrounding Property – estimated \$1,100,000;

(“Project”); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City’s Business District; and

WHEREAS, because the Property is located within City's Business District, the Project is eligible for reimbursement of certain expenditures related to the rehab, remodel, and development of the Property pursuant to 65 ILCS 5/8-1-2.5; and

WHEREAS, in order to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interests to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, facilitate City's Downtown Business District development, improve exterior aesthetics, improve interior aesthetics, improve the existing building, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property, and help facilitate development in City's Downtown Business District, through the use of City funds pursuant to 65 ILCS 8-1-2.5.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any

proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold in the building.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

Section 3. Obligation of City. City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of Developer's estimated Project costs of \$1,100,000. As a result, the maximum City approved Business District Incentives eligible to be paid to Developer would be \$220,000. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application (that is, $20\% \times \$1,100,000 = \$220,000$). Funding assistance is broken down as follows:

- a. Total Estimated Business District Eligible Costs: \$1,100,000.
- b. The City may reimburse 75% of the City's portion of property taxes from the incremental EAV generated by the rehab, remodel, and development of the Property for up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
 - 1) The present base EAV for assessment year 2018 is \$5,690.
 - 2) Developer's estimated EAV after redevelopment and completion of the Project is \$433,333.
 - 3) Based on Developer's estimate, the estimated EAV increase is estimated to be \$427,643 upon completion of the Project.
 - 4) 75% of the City's portion of property taxes from the estimated increase in EAV is \$6,009.
 - 5) The estimated reimbursement from City's portion of property taxes from incremental EAV available is \$6,009 annually for up to ten (10) years.
 - 6) Developer's total estimated Business District incentive for incremental EAV is \$60,090.

c. City may reimburse Developer up to 75% of the incremental 1% City sales tax for up to 10 years for the Project, or until the maximum funding amount is reached in combination with the other funding assistance:

- 1) Developer estimates \$3,000,000 in annual newly generated sales taxes.
- 2) City's 1% sales tax applied to the estimated \$3,000,000 in Developer's taxable sales equals \$30,000.
- 3) 75% of \$30,000 equals \$22,500.
- 4) \$22,500 times ten (10) years equals \$225,000.
- 5) Developer's total estimated Business District Incentive from City's 1% sales tax is \$225,000.

d. City may waive or reimburse Developer all costs associated with permit fees charged by the City during construction of the Project, or until the maximum funding amount is reached in combination with the other funding assistance.

e. However, Developer's total incentive from City's Business District shall not exceed 20% of the estimated Project costs of \$1,100,000, or \$220,000.

f. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's costs incurred for the Project. These Requests shall be submitted after January 1st of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any costs to Developer not deemed to be eligible for reimbursement according to Illinois law.

g. Reimbursement of approved Project costs shall be made annually within sixty (60) days upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.

h. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.

i. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property.

j. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence of the previous year's State of Illinois sales tax returns for the Property.

k. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES GENERATED BY THE PROPERTY AND SALES TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

l. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:

- 1) Voluntary or involuntary bankruptcy of Developer;
- 2) Voluntary or involuntary closure of the business at the Property.
- 3) Substantial change in the nature of the business at the Property without the City's written approval;
- 4) To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

1. Felons;

2. Terrorists;
3. Former, current, or past Illinois public political figures;
4. Litigants against the City;
5. Individuals the city has taken legal action against the preceding 5 years

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer in the preceding calendar year pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer in the preceding calendar year pursuant to this agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City in the preceding calendar year within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. Repeal and Replace Previous Development Agreement. By Ordinance 3011, dated April 6, 2020, City and Developer entered a previous Development Agreement. Parties agree this Agreement repeals and replaces the previous Agreement, and the previous Agreement is null and void.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

TJO Holdings LLC
Attn: Jeffrey Wynne
875 Albert Avenue
Glendale, Missouri 63122

To the City:

City of Highland
Attention: City Manager
PO Box 218.
1115 Broadway
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, Interim City Manager

TJO Holdings LLC:

Jeffrey Wynne



CITY OF HIGHLAND

To: Chris Conrad, Interim City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: November 23, 2020
Re: Redevelopment Agreement with TJO Holdings LLC

RECOMMENDATION: It is the Staff recommendation that Council approve the attached Amended Redevelopment Agreement with terms detailed below.

DISCUSSION: TJO Holdings LLC is proposing to renovate, remodel, and develop property at 907 Main Street. The project location falls within the Business District, and is eligible for incentives including sales and property tax rebates.

TJO Holdings LLC is proposing to acquire the property and make substantial improvements totaling \$1,100,000 in eligible project costs. The Redevelopment Agreement would rebate 75% of the increment of the City's portion of property & sales taxes, generated as a result of the project's completion. All permitting fees charged by the City will also be rebated to the Developer.

The maximum incentives the project would be eligible for is \$220,000, or 20% of the projects costs. The total property tax rebate is estimated to be \$6,009 per year for a period of 10 years. The sales tax rebate is projected to be \$22,500 for a period of 10 years. Based on these estimates, the total incentives are projected to reach the maximum of \$220,000 over the 10 year duration of the agreement.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE FROM
TJO HOLDINGS LLC FOR FUTURE CONSTRUCTION OF A PUBLIC PARK,
AND/OR ANOTHER PUBLIC PURPOSE**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/11-76.1-1 and 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/11-76.1-1 and 65 ILCS 5/2-2-12, to contract and be contracted with; and

WHEREAS, City has determined there is a public need for additional event and park space adjacent to the City Square; and

WHEREAS, City has determined there is a public need for continued economic growth in City’s Downtown Business District; and

WHEREAS, City has determined all City residents would benefit from additional event and park space adjacent to the City Square and continued economic growth in City’s Downtown Business District; and

WHEREAS, City has determined the new event and park space may be referred to as “Plaza Park,” and may be established for the following purposes:

(a) Purpose. To promote health, safety, general welfare, and economic welfare, the City of Highland (“City”) shall establish a community gathering space adjacent to the existing Highland Square. Plaza Park shall provide an outdoor space where members of the community can safely gather, socialize, and enjoy food, beverages, and games as a community.

1. Health and Safety- The health and safety of City residents, and questions about how to best promote mental health and healthy socialization during a global pandemic, have become a primary focus in 2020 as a result of COVID-19. Science has shown that gathering,

socializing, eating, drinking, and enjoying games and events is safer outside rather than inside. As a result, City has determined it necessary to set aside a unique public space where City residents and visitors to City can safely gather outdoors. City has broad discretionary authority to license and regulate alcohol and food, and both will be permitted to be consumed in Plaza Park to promote socialization. City desires to foster a sense of community and will provide tables and games to be enjoyed by visitors to Plaza Park. City will be constructing new public restrooms that are ADA compliant and providing new lighting and camera surveillance for purposes of creating a place where City residents feel comfortable and safe congregating.

2. General Welfare and Economic Welfare – The general welfare of City residents will be served by the factors stated herein, as well as other factors known and unknown. The economic welfare of City will be fostered through the revitalization of the City Downtown Business District. Plaza Park shall create a new public space for events, festivals, food vendors, bocce ball leagues, bags leagues, and other reasons to gather outside in a safe and healthy environment. This community outdoor activity will drive automobile and foot traffic to the City Downtown Business District, increase property values on and around the City Square, increase development on and around the City Square, increase sales tax revenue to be utilized for City services, and promote the overall general and economic welfare of the City of Highland.

and

WHEREAS, City has determined it necessary to acquire real estate adjacent to the City Square to construct a public park for purposes of providing additional event and recreation space for City residents and to help facilitate continued economic growth in City’s Downtown Business District; and

WHEREAS, for the public purposes of constructing a public park, facilitating continued economic growth in City’s Downtown Business District, and/or other possible public purposes, City has determined it to be in the best interest of public health, safety, general welfare, and economic welfare to purchase real estate from TJO Holdings LLC, including:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

(Hereinafter "Property") and;

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to enter into a contract to purchase the Property with TJO Holdings LLC (*See Contract attached hereto as **Exhibit A***); and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the Property for Ten and 00/100 Dollars, and Other Valuable Consideration as Stated Herein, from TJO Holdings LLC, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare, and economic welfare to purchase the Property for Other Valuable Consideration, including:

- a. City shall construct a public park on the Property at City's expense which shall include:
 1. New public restrooms to be maintained by City as long as the Property is used as a public park. City has selected restrooms for Plaza Park comprised of 4 independent bathrooms and intends to purchase and

- install the restrooms as soon as the restrooms have been delivered to City;
2. Patio and outdoor dining area to be leased by TJO Holdings, LLC;
 3. Additional parking behind the public park; and
 4. Other amenities still being designed and analyzed for available funding which will be available for use by the public.
- b. TJO Holdings LLC shall have the exclusive right to use the Property for events and festivals, pursuant to the special event application process, for at least four (4) special events, over the course of a weekend (Friday, Saturday, Sunday), per year, for not more than twenty (20) years.
- c. TJO Holdings LLC's customers, patrons, invitees, employees and agents shall have the same rights to use the Property as the general public, and as stated in the Ordinance creating the public park on the Property.

(See **Exhibit A**); and

WHEREAS, City has determined the purchase of the Property, pursuant to **Exhibit A**, will benefit the public and serve a public purpose, the use of the Property will be controlled by law, the title for the Property will be held by City, the public will reap the benefit of public possession and use of the Property, and all persons will have an equal right to use the Property on the same terms as all other persons subject to the terms and conditions stated herein and according to City Code and Illinois law; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to complete the purchase of the Property pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the Property pursuant to the Agreement (*See Exhibit A*) with TJO Holdings LLC.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to purchase the Property pursuant to the Agreement (*See Exhibit A*) from TJO Holdings LLC.

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the 4th day of January, 2021, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis
Mayor
City of Highland, Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland, Madison County, Illinois

COMMERCIAL REAL ESTATE SALES CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into by and between TJO HOLDINGS LLC ("Seller") and CITY OF HIGHLAND, ILLINOIS, an Illinois municipal corporation ("Purchaser"), effective when signed by both parties, and when approved by the corporate authorities of the City of Highland, Illinois (the "Effective Date"):

- I. Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser, and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

Hereinafter "Property."

- II. Purchase Price - Payment for the Property.** The purchase price for the Property is **Ten and 00/100 Dollars, and Other Valuable Consideration as Stated Herein**, which shall be paid at closing. Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustments in Section IV below, by check or by wire transfer of funds.
- III. Purchase Price – Other Valuable Consideration.** Purchaser shall be responsible for providing the following to Seller as Other Valuable Consideration:

- a. Purchaser shall construct a public park on the Property at Purchaser's expense which shall include:
 1. New public restrooms to be maintained by Purchaser as long as the Property is used as a public park. City has selected restrooms for Plaza Park comprised of 4 independent bathrooms and intends to purchase and install the restrooms as soon as the restrooms have been delivered to City;
 2. Patio and outdoor dining area to be leased by Seller;
 3. Additional parking behind the public park; and
 4. Other amenities still being designed and analyzed for available funding which will be available for use by the public.
- b. Seller shall have the exclusive right to use the Property for events and festivals, pursuant to the special event application process, for at least four (4) special events, over the course of a weekend (Friday, Saturday, Sunday), per year, for twenty (20) years.
- c. Seller's customers, patrons, invitees, employees and agents shall have the same rights to use the Property as the general public, and as stated in the Ordinance creating the public park on the Property.

IV. Prorations and Adjustments. The following prorations and adjustments shall be made to the Property Purchase Price at Closing:

- a. Taxes. All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are due, not yet due, and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined in Subsection IV (b) below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.
- b. Release of Encumbrances. Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all owed taxes, liens, and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special

assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, taxes, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing in writing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances. In all cases, Seller shall provide Purchaser a fee simple title to the Property free from any financial encumbrances, including but limited to taxes and/or mortgages on the Property.

- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, the customary escrow or closing fees charged by the Title Company, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

- V. **Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate ("Seller Documents"). Purchaser acknowledges and agrees that Seller acquired the Property many years ago and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section if Seller provides to Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

- VI. **Investigation of the Property.** From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

Purchaser shall indemnify, protect, defend and hold harmless the Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Seller's ownership therein in connection with Purchaser's entry upon the Property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser and Purchaser shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser, promptly; and shall not allow any liens to be filed against the Property. For purposes of Purchaser's indemnification of Seller described herein, the term "Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

VII. Contingencies. In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to the fulfillment of the following items by Purchaser prior to the Closing Date (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. Title Commitment/Examination. Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.
- b. Physical Inspection. Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. Survey. Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the

Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.

- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

If Purchaser does not give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Purchaser's obligation under this Agreement shall be enforceable by Seller pursuant to the terms set forth herein.

If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller fails to cure any one of the Contingencies on or before the expiration of the Contingency Date, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein.

VIII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place on a date to be mutually agreed to by all parties, or after all Contingencies are waived by Purchaser ("Closing Date"), in the offices of the Title Company. Seller and Purchaser may agree to an extension of the Closing date by written agreement.
- b. Purchaser waives any claim to contingencies or any right to the Contingency Date on the Closing Date as stated herein. In all instances, the Closing Date and Contingency Date shall be the same date.
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
 1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 2. P-Tax. Execute, along with Purchaser, an Illinois Transfer Tax Declaration Form.
 3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.

4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
 5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller and any Tenant under any lease being assumed by Purchaser satisfactory to Purchaser.
- e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
1. Purchase Price - Payment. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
 2. Purchase Price – Other Valuable Consideration.
 1. New public restrooms on the Property – estimated date of completion agreed to by Seller and Purchaser.
 2. Patio and outdoor dining area to be leased by Seller – estimated date of completion and lease terms agreed to by Seller and Purchaser.
 3. Additional parking behind the public park – estimated date of completion agreed to by Seller and Purchaser.
 4. Seller's exclusive right to use the Property for events and festivals, pursuant to the special event application process, for at least four (4) special events, over the course of a weekend (Friday, Saturday, Sunday), per year, for twenty (20) years.
 5. Other amenities at the Property – estimated date of completion agreed to by Seller and Purchaser.

Other Valuable Consideration Agreements Attached Hereto as **Exhibit A**.

3. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.

4. Deed. Acknowledge and accept a copy of Seller's Warranty Deed with the Deed Restrictions attached thereto, conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.

IX. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when transmitted by email or telefax to the applicable email or telefax number, followed with mailing by certified United States mail, addressed as follows:

If to Seller: TJO Holdings LLC
 Attn: Jeffrey Wynne
 875 Albert Avenue
 Glendale, Missouri 63122
 Email: Jeff@TJOHoldings.com

If to Purchaser: City of Highland
 Madison County, Illinois
 Attention: City Manager
 1115 Broadway
 P.O. Box 218
 Highland, Illinois 62249-0218
 Telephone (618) 654-9891
 Facsimile: (618) 654-4768

X. Additional Covenants.

- a. Brokerage. Seller and Purchaser each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

XI. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS

ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL

PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

XII. Litigation.

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

XIII. Defaults and Remedies

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement (where contract terms have been finalized); or (ii) cancel and terminate this Agreement.
- b. Default by Purchaser. In the event that Purchaser shall have failed to have timely performed any of Purchaser's Obligations, covenants, and/or agreements contained herein which are to be performed by Purchaser, then Seller, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement (where contract terms have been finalized); or (ii) cancel and terminate this Agreement. Should Purchaser fail to substantially complete the public park as stated as other valuable consideration in this Agreement, Seller may elect to have the property revert back to Seller in "As-Is" condition at the time of reversion.

XIV. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. Seller Defined. The word "Seller" as used herein shall include all individuals, partnerships, limited liability companies, corporations, or any business entities of any kind affiliated with selling the Property, including but not limited to TJO Holdings LLC.
- c. Purchaser Defined. The word "Purchaser" as used herein means the City of Highland, Illinois.

- d. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- e. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- f. Counterparts. This Agreement may be executed in several counterparts, via certified mail, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by mail, email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- g. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- h. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- i. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- j. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Seller or Purchaser have a good faith belief that this

Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Seller or Purchaser shall give written notice to the other party regarding such belief. Seller and Purchaser shall have the right to notify the other party of any good faith belief that this Agreement creates a material risk of violating any laws or regulations up to and including the Closing Date. The Closing Date may be extended to permit the parties to work through the process outlined in this section. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of Seller or Purchaser first providing notice to the other party of the need to amend this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any Earnest Money shall be returned to Purchaser and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

- XV. Acceptance of Contract.** Purchaser and Seller intend to execute this Agreement prior to Purchaser obtaining the approvals necessary to give force and effect to this Agreement. Purchaser represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Purchaser has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Purchaser prior to _____, this Agreement shall have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

PURCHASER:

**City of Highland
Madison County, Illinois
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218**

By: _____
Interim City Manager
City of Highland, Illinois

Date: _____

SELLER:

**TJO Holdings LLC
Attn: Jeffrey Wynne
875 Albert Avenue
Glendale, Missouri 63122
Email: Jeff@TJOHoldings.com**

By: _____
Jeffrey Wynne
TJO Holdings LLC

Date: _____

EXHIBIT A
(OTHER VALUABLE CONSIDERATION)



City of Highland Building and Zoning

December 14, 2020

To: Chris Conrad, City Manager

From: Breann Speraneo, Director of Community Development

RE: Purchase of Property - 911 & 913 Main Street

I recommend that the City purchase 911 & 911 Main Street from TJO Holdings, LLC for \$10.00 and other valuable consideration.

The lots will be combined into one lot in order to create an extension of the downtown square, which will serve as a public area. The COVID-19 pandemic has created a direct need for more outdoor gathering spaces. This space will serve as a safe place to socialize outdoors in a centralized location.

It is important to note that a soil study performed on this area has demonstrated that the foundation is unstable. These lots are likely not fit for a large building to be constructed on them, making the repurposing of these lots into an outdoor gathering space the most appropriate use.

Plans for the area include the following:

- Patio (City to lease to Schlafly for \$10 per year plus consideration)
- New public restrooms
- Picnic Tables
- Checkers/chess tables
- Bocce ball court
- Bag Toss
- Sidewalks to/from restrooms
- Landscaping/lighting elements

ORDINANCE NO. _____

**AN ORDINANCE APPROVING LEASE OF LAND BETWEEN
CITY OF HIGHLAND, ILLINOIS, AND TJO HOLDINGS LLC**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, according to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office; and

WHEREAS, City has determined all City residents would benefit from additional event and park space adjacent to the City Square and continued economic growth in City’s Downtown Business District; and

WHEREAS, City has determined the acquisition of land adjacent to the City Square is in the best interest of public health, safety, general welfare, and economic welfare of City as follows:

(a) Purpose. To promote health, safety, general welfare, and economic welfare, the City of Highland (“City”) shall establish a community gathering space adjacent to the existing Highland Square. Plaza Park shall provide an outdoor space where members of the community can safely gather, socialize, and enjoy food, beverages, and games as a community.

1. Health and Safety- The health and safety of City residents, and questions about how to best promote mental health and healthy socialization during a global pandemic, have become a primary focus in 2020 as a result of COVID-19. Science has shown that gathering, socializing, eating, drinking, and enjoying games and events is safer outside rather than inside. As a result, City has determined it necessary to set aside a unique public space where City residents and visitors to City can safely gather outdoors. City has broad discretionary authority to license and regulate alcohol and food, and both will be permitted to be consumed in Plaza Park to promote socialization. City desires to foster a sense of community and will provide tables and games to be enjoyed by

visitors to Plaza Park. City will be constructing new public restrooms that are ADA compliant and providing new lighting and camera surveillance for purposes of creating a place where City residents feel comfortable and safe congregating.

2. General Welfare and Economic Welfare – The general welfare of City residents will be served by the factors stated herein, as well as other factors known and unknown. The economic welfare of City will be fostered through the revitalization of the City Downtown Business District. Plaza Park shall create a new public space for events, festivals, food vendors, bocce ball leagues, bags leagues, and other reasons to gather outside in a safe and healthy environment. This community outdoor activity will drive automobile and foot traffic to the City Downtown Business District, increase property values on and around the City Square, increase development on and around the City Square, increase sales tax revenue to be utilized for City services, and promote the overall general and economic welfare of the City of Highland.

and

WHEREAS, City shall own at the time of Closing with TJO Holdings LLC real estate adjacent to the City Square described as follows:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

(hereinafter “Land”); and

WHEREAS, City will acquire the Land at Closing from TJO Holdings LLC for Ten and 00/100 Dollars, and Other Valuable Consideration; and

WHEREAS, City and TJO Holdings LLC desire to enter a contract whereby City will lease a portion of the Land to TJO Holdings LLC for use as an outdoor restaurant and bar service and seating area (*See* Lease of Land attached hereto as **Exhibit A**); and

WHEREAS, City and TJO Holdings LLC intend to sign the Lease of Land Agreement with the understanding the leased space on the Land will be approximately 1200 square in the Southwest corner of the Land, and will be located in an area yet to be finalized between the parties, but reflected on the attached architectural drawing (“Leased Property”) (*See* Plaza Park drawing, attached hereto as **Exhibit B**); and

WHEREAS, City published notice of this proposed lease of land to TJO Holdings LLC in a newspaper of general circulation not more than 30 days, or less than 15 days, from the City Council Meeting on January 4, 2021 where this lease shall be considered and acted upon by the municipal authorities of City (*See* **Exhibit C**); and

WHEREAS, City and TJO Holdings LLC intend to enter this Lease of Land for a term of twenty (20) years (*See* **Exhibit A**); and

WHEREAS, TJO Holdings LLC shall pay City \$10.00 per year, and other Valuable Consideration, according to the terms of the Lease of Land (*See* **Exhibit A**); and

WHEREAS, City finds that the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**) are fair and reasonable, and City finds the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the Lease of Land, and any other documents necessary to give effect to the Lease of Land, between City and TJO Holdings LLC (**Exhibit A**).

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The Lease of Land between City and TJO Holdings LLC (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is hereby authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve and give effect to the Lease of Land between City and TJO Holdings LLC (**Exhibit A**).

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the 4th day of January, 2021, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis
Mayor
City of Highland, Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland, Madison County, Illinois

LEASE OF LAND

This lease made and entered into between the City of Highland, an Illinois municipal corporation, 1115 Broadway, P.O. Box 218, Highland, Illinois 62249, as landlord (“Lessor”) and TJO HOLDINGS LLC, as Lessee (“Lessee”). Lessor and Lessee agree this lease shall not be effective until signed by both parties and when approved by the corporate authorities of the City of Highland, Illinois (“Effective Date”):

WITNESSETH:

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor:

Approximately 1200 square feet located near the Southwest corner of real estate described as follows:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

Lessor and Lessee intend to sign this lease agreement with the understanding the leased space may be determined and located in an area yet to be finalized between the parties, but reflected on the attached architectural drawing (hereinafter “Leased Property”) (*See Plaza Park drawing, attached hereto as **Exhibit A***).

2. Term. Lessor agrees to lease the Leased Property from Lessee for a term of twenty (20) years.

According to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office

3. Rent. Lessee shall pay to Lessor as rent for the Leased Property the sum of Ten Dollars (\$10) per year, and Other Valuable Consideration stated herein.

4. Right of First Refusal. As long as Lessor owns the Leased Property, Lessee shall have the right of first refusal to lease the Leased Property subsequent to the expiration of the initial twenty (20) year lease term. If Lessee refuses to sign a new lease with Lessor, Lessor may lease the property to any approved Lessee or absorb the Leased Property into the public park.

5. Security Deposit. On or about the Effective Date, Lessee shall deliver to Lessor the first year's rent and a security deposit of \$ N/A. The security deposit is for damages Lessee might do to the Leased Property and as security for faithful performance by Lessee of the terms hereof and cannot be used by Lessee as a rent payment. The security deposit will be returned to Lessee, without interest, on the full and faithful performance of the terms of this lease.

6. Payment of Rent. Lessee agrees to pay the rent to Lessor for the first year's rent, in full, on or about the Effective Date. Lessee agrees to pay the rent for subsequent years of the lease, in full, on the Effective Date in subsequent years. The rent shall be due from Lessee at the beginning of each year for lease of the Leased Property.

7. Assignment and Subletting. This lease is not assignable without the written consent of Lessor. Lessee shall not sublet the Leased Property, or any part thereof, without the written consent of the Lessor. Lessee agrees to provide a copy of any proposed sub-lease agreement for the Leased Property to Lessor.

8. Use and Occupancy. The Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Property, and the sidewalks connected thereto, during the term of this Lease. Lessee intends to use the Leased Property for outdoor restaurant and bar services, and Lessee intends to obtain all requisite licenses to sell alcohol and food on the Leased Property for consumption by Lessee's guests, customers, and invitees. Lessee shall comply with all local, state and federal laws associated with the operation of a restaurant and/or bar.

9. Utilities. Lessee shall be solely responsible for timely paying the monthly utility bills that it receives from the Lessor related to the lease of the Leased Property.

10. Taxes. Lessee shall be solely responsible for ascertaining any taxes owed on the Leased Property, and shall be responsible for payment of any taxes owed for use of the Leased Property.

11. Condition of Leased Property. Lessee shall keep the Leased Property in good order, good repair, and in a safe, clean, and commercially usable condition.

12. Destruction of Leased Property. In the case of the partial destruction of the Leased Property by fire, accident, or the elements, so as to render it or any portion of it commercially unusable, a pro-rata portion of the rent shall be remitted or returned to Lessee until such time as the Leased Property is again commercially usable.

13. Inspection of Leased Property. The Lessor is granted permission, at all reasonable times, to enter upon the Leased Property for the purpose of inspection and making any necessary repairs to the Leased Property or any part thereof.

14. Maintenance and Repairs. Lessee shall keep and maintain the Leased Property in good and sanitary condition and make necessary repairs during the term of this lease and any renewal thereof.

Lessee shall make all required maintenance and repairs, at Lessee's sole expense, including, but not limited to the following:

- (a) To keep the Leased Property clean, neat, and sanitary;
- (b) To remove from the Leased Property all rubbish, garbage, and other waste, in a clean and sanitary manner;
- (c) To properly use and operate all heating, ventilation, and air conditioning ("HVAC"), electrical, gas, and plumbing fixtures (if any are currently present or hereafter installed on the Leased Property) and to keep them as clean and sanitary as their condition permits;
- (d) Not to allow any person on the Leased Property to willfully or wantonly destroy, deface, damage, impair, or remove any part of the Leased Property;
- (e) To make all repairs necessary to the Leased Property to maintain the Leased Property in a safe and usable condition;
- (f) To care for all grass, vegetation, trees, and land scaping located on the Leased Property, and to keep the Leased Property clean and sanitary; and

No duty on the part of Lessor shall arise under this section.

15. Care of Leased Property. Lessee agrees to commit no act of waste, and further agrees to take good care of the Leased Property and the fixtures thereon. Lessee shall, in the use and occupancy of the Leased Property, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments. All improvements made by Lessee to the Leased Property, which are so attached to the Leased Property that cannot be removed without material injury to the Leased Property, shall become the property of the Lessor upon installation. No later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, repair all injury done or in connection with installation or removal of such property and improvements, and surrender the Leased Property

in the same condition as the beginning of the lease term, reasonable wear excepted. All property of the Lessee remaining on the Leased Property after the last day of the term of this Lease shall be deemed abandoned and may be removed by the Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessee shall be responsible for any damages to the Leased Property caused Lessee's customers, invitees, agents, employees, visitors or licensees.

16. Alterations and Improvements. Lessee shall make no alterations to the Leased Property, construct any temporary structures, construct any buildings, or make other improvements on the Leased Property without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Leased Property by Lessee, with the exception of fixtures removable without damage to the Leased Property and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Property at the expiration or earlier termination of this Lease.

17. Remedies on Default. If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any rent default within fourteen (14) days, or other default related to the terms of this lease within fourteen (14) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such period if Lessee does not commence such curing within such fourteen (14) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this lease. Upon termination of this lease, Lessee shall quit and surrender the Leased Property to Lessor, but Lessee shall remain liable as hereinafter provided.

18. Deficiency. If in any case where Lessor has recovered possession of the Leased Property by any reason of Lessee's default, Lessor may, at Lessor's option, occupy the Leased Property or cause the Leased Property to be altered or divided, and otherwise changed or prepared for reletting, and may relet the Leased Property or any part as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time, or subsequent to the original expiration date of this Lease, and the Lessor shall receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred (including the Lessor's reasonable attorney's fees) in connection with the recovery of possession, altering or dividing the Leased Property or otherwise changing and reletting them. Rent shall then be applied to the payment of other damages suffered by the Lessor because of the Lessee's default. Lessee agrees, in any such case, whether or not Lessor has relet, to pay Lessor damages equal to the rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, the same being payable by Lessee on the several rent days above specified. No reletting shall constitute a surrender and acceptance or be deemed evidence thereof.

19. Holding Over. The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will, which may be terminated by Lessor on ten (10) days' notice in writing thereof.

20. Termination. If Lessee breaches this Lease, Lessor may terminate this lease in accord with provisions stated herein.

21. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when transmitted by email or telefax to the applicable email or telefax number, followed with mailing by certified United States mail, addressed as follows:

If to Lessee: TJO Holdings LLC
Attn: Jeffrey Wynne
875 Albert Avenue
Glendale, Missouri 63122
Email: Jeff@TJOHoldings.com

If to Purchaser: City of Highland
Madison County, Illinois
Attention: City Manager
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218
Telephone (618) 654-9891
Facsimile: (618) 654-4768

22. Indemnification, Hold Harmless, and Comprehensive General Liability and Dram Shop Insurance. Lessee shall obtain, from an established and reputable insurer, a policy of commercial general liability and Dram Shop insurance on the Leased Property – with a limit of at least One Million Dollars (\$1,000,000) – that names Lessor as an additional insured. All insurance policies shall be non-cancellable unless the insurer gives the additional insured parties at least thirty (30) days’ notice of an impending cancellation. The Lessee shall deliver to the Lessor the Lessee’s insurer’s certificate of such liability insurance, showing that the Lessor has been named as an additional insured on that policy of liability and Dram Shop insurance.

Except to the extent, if any, that indemnity is provided by insurance, Lessee agrees to indemnify and hold harmless Lessor from and against all claims of whatever nature arising from the negligent acts or omissions or willful misconduct of Lessee, or Lessee’s customers, invitees, agents, servants or employees on or about the Leased Property. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof.

23. Liability. Lessor shall not be liable for any injuries or damages to Lessee, and/or any of Lessee’s customers, agents, invitees, visitors, guests, or other persons who from time to time may be upon the Leased Property, except to the extent that such injuries or damages are caused by the intentional conduct of the Lessor.

24. Mechanic’s Liens. The Lessee shall not permit any mechanic’s liens to be placed upon the Leased Property.

25. No Other Representations. No representations or promises shall be binding upon the parties hereto except those representations and promises contained in this agreement, the

attachments thereto, and in the Lessee's application (if any) to the Lessor for rental of the Leased Property.

26. Quiet Enjoyment. Lessor covenants that Lessee shall peaceably have, hold and enjoy the Leased Property for the term herein mentioned, subject to the provisions of this Lease, and Illinois Law.

27. Applicability to Heirs and Assigns. Provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives and assigns.

28. Cost of Enforcement. Lessee agrees that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorney's fees, incurred by the Lessor in the enforcement of the terms of this lease.

29. Cleaning Fee. A reasonable maintenance fee will be charged if the Lessee does not return the Leased Property to the Lessor in good condition (with consideration for normal wear and tear).

30. Hauling Fee. Lessee will be charged a reasonable hauling fee per load for any items left on the Leased Property, when the Lessee returns the Leased Property to Lessor, that must be hauled away.

31. Time of Essence. Time is of the essence of this lease.

32. Governing Law. This lease and terms hereof shall be governed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the said parties have duly executed this lease on _____, 2020.

LESSOR:
City of Highland, Illinois,

LESSEE:
TJO Holdings LLC

By: _____
City Manager

By: _____
Jeffrey Wynne



Public Restrooms
520 sq ft
20' 0" x 26' 0"



Bag Toss
439 sq ft
14' 0" x 31' 0"

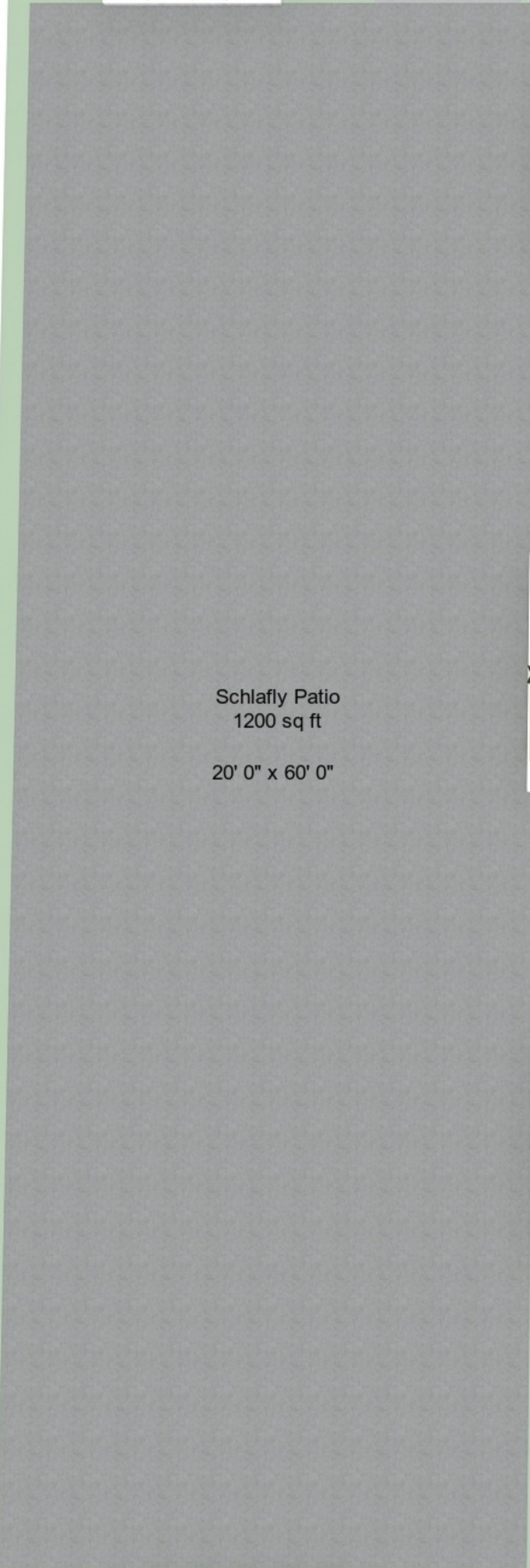
Sidewalk



Sidewalk



Bocce Ball
687 sq ft
10' 4" x 66' 6"



Schlafly Patio
1200 sq ft
20' 0" x 60' 0"





BELLEVILLE NEWS-DEMOCRAT

O'Fallon Progress • Command Post • The Legal Reporter
The Highland News Leader • Highland Advertiser Direct

Order Confirmation

Customer
HIGHLAND CITY OF

Payor Customer
HIGHLAND CITY OF

Customer Account
692468

Payor Account
692468

Customer Address
PO BOX 218
HIGHLAND IL 62249 USA

Payor Address
PO BOX 218
HIGHLAND IL 62249 USA

Customer Phone
618-654-9891

Payor Phone
618-654-9891

Customer Fax

Customer EMail
rohren@highlandil.gov

Sales Rep
jambry@bnd.com

Order Taker
jambry@bnd.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
Notice of property lease	Invoice		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$183.52	\$0.00	\$183.52	\$0.00	\$183.52

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0004833422			
<u>Invoice Text</u>			<u>Promo Type</u>
<u>Package Buy</u>			<u>Materials</u>

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004833422-01	BLV-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 62 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLV- Belleville News-Democrat	0300 - Legals Classified	1	\$183.52

<u>Run Schedule Invoice Text</u>	<u>Position</u>
NOTICE OF LEASE (Real Property by the C	0301 - Legals & Public Notices

Run Dates
12/18/2020

NOTICE OF LEASE

**(Real Property by the
City of Highland, Illinois)**

PLEASE TAKE NOTICE THAT the City Council for the City of Highland, Illinois, will consider during its City Council meeting held on January 4, 2021 at 7:00 p.m. at Highland City Hall, 1115 Broadway, Highland, Illinois 62249, and can be monitored virtually with comments and questions accepted prior to the meeting date and time with virtual attendance information posted in a timely manner in accordance with Illinois law, adoption of an Ordinance approving the lease of land between the City of Highland Illinois and TJO Holdings LLC, pertaining to a portion of real property, more particularly described, to wit:

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017
ADDRESS: 911 Main Street,
Highland, Illinois 62249

and;

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016
ADDRESS: 913 Main Street,
Highland, Illinois 62249

(hereinafter "Land"); and

The Land is currently owned by TJO Holdings LLC and is vacant. The City intends to acquire the Land from TJO Holdings LLC and lease an approximately 1,200 sq. ft. portion of the Land back to TJO Holdings LLC for use as an outdoor restaurant, bar service and seating area for a term of twenty (20) years.

By: /s/ Michael P. McGinley
Sandberg Phoenix & Von Gontard P.C.
Attorney for City of Highland

NOTICE OF LEASE

(Real Property by the City of Highland, Illinois)

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By: /s/ Michael P. McGinley
Michael P. McGinley
Sandberg Phoenix & Von Gontard P.C.
Attorney for City of Highland



City of Highland
Building and Zoning

December 23, 2020

To: Chris Conrad, City Manager

From: Breann Speraneo, Director of Community Development

RE: Lease of Patio - 911 Main Street

I recommend that the City lease a 1,200 sq ft patio located on 911 Main Street to TJO Holdings, LLC for \$10.00 per year and other consideration.

This patio space fits within the design of the public gathering space at 911/913 Main Street and will be used by Schlafly Brewpub. The City does not have a need for the 1,200 sq ft area and it will allow a local establishment to have an outdoor dining area, which is crucial during the COVID-19 pandemic.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING CHAPTER 46 – PARKS AND RECREATION,
ARTICLE VI – PLAZA PARK, SEC. 46-100 – PLAZA PARK, AND
ESTABLISHING “PLAZA PARK” AS A CITY OF HIGHLAND PUBLIC PARK**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/11-76.1-1 and 65 ILCS 5/2-2-12, to purchase real estate for public purposes, including establishing a public park; and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/11-76.1-1 and 65 ILCS 5/2-2-12, to contract and be contracted with; and

WHEREAS, City has determined there is a public need for additional event and park space adjacent to the City Square; and

WHEREAS, City has determined there is a public need for continued economic growth in City’s Downtown Business District; and

WHEREAS, City has determined all City residents would benefit from additional event and park space adjacent to the City Square and continued economic growth in City’s Downtown Business District; and

WHEREAS, City has determined the new event and park space may be referred to as “Plaza Park” and will contain numerous amenities benefiting the general health, safety, general welfare, and economic welfare of City residents and the general public (*See* “Plaza Park” attached hereto as **Exhibit A**); and

WHEREAS, City has determined Plaza Park may be authorized and established for the following purposes:

(a) Purpose. To promote health, safety, general welfare, and economic welfare, the City of Highland (“City”) shall establish a community gathering space adjacent to the existing Highland Square. Plaza Park shall provide an outdoor space where members of the community can safely gather, socialize, and enjoy food, beverages, and games as a community.

1. Health and Safety- The health and safety of City residents, and questions about how to best promote mental health and healthy socialization during a global pandemic, have become a primary focus in 2020 as a result of COVID-19. Science has shown that gathering,

socializing, eating, drinking, and enjoying games and events is safer outside rather than inside. As a result, City has determined it necessary to set aside a unique public space where City residents and visitors to City can safely gather outdoors. City has broad discretionary authority to license and regulate alcohol and food, and both will be permitted to be consumed in Plaza Park to promote socialization. City desires to foster a sense of community and will provide tables and games to be enjoyed by visitors to Plaza Park. City will be constructing new public restrooms that are ADA compliant and providing new lighting and camera surveillance for purposes of creating a place where City residents feel comfortable and safe congregating.

2. General Welfare and Economic Welfare – The general welfare of City residents will be served by the factors stated herein, as well as other factors known and unknown. The economic welfare of City will be fostered through the revitalization of the City Downtown Business District. Plaza Park shall create a new public space for events, festivals, food vendors, bocce ball leagues, bags leagues, and other reasons to gather outside in a safe and healthy environment. This community outdoor activity will drive automobile and foot traffic to the City Downtown Business District, increase property values on and around the City Square, increase development on and around the City Square, increase sales tax revenue to be utilized for City services, and promote the overall general and economic welfare of the City of Highland.

and

WHEREAS, City has determined it necessary to acquire real estate adjacent to the City Square to construct Plaza Park for purposes of providing additional event and recreation space for City residents and to help facilitate continued economic growth in City's Downtown Business District; and

WHEREAS, for the public purposes of constructing Plaza Park, facilitating continued economic growth in City's Downtown Business District, and/or other possible public purposes, City has determined it to be in the best interest of public health, safety, general welfare, and economic welfare to purchase real estate from TJO Holdings LLC , including:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

(Hereinafter “Property” or “Plaza Park”); and

WHEREAS, City has determined the authorization and establishment of Plaza Park will benefit the public and serve a public purpose, the use of Plaza Park will be controlled by law, the title for Plaza Park will be held by City, the public will reap the benefit of public possession and use of Plaza Park, and all persons will have an equal right to use the Plaza Park on the same terms as all other persons subject to the terms and conditions stated herein and according to City Code and Illinois law; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to authorize and establish Plaza Park.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The authorization and establishment of Plaza Park is approved.

Section 3. Plaza Park is established as follows:

CHAPTER 46 – PARKS AND RECREATION

ARTICLE VI. – PLAZA PARK

Sec. 46-100. – Plaza Park

(a) Purpose. To promote health, safety, general welfare, and economic welfare, the City of Highland (“City”) shall establish a new community gathering space adjacent to the existing Highland Square. Plaza Park shall provide an outdoor space where members of the community can safely gather, socialize, and enjoy food, beverages, and games as a community.

1. Health and Safety- The health and safety of City residents, and questions about how to best promote mental health and healthy socialization during a global pandemic, have become a primary focus in 2020 as a result of COVID-19. Science has shown that gathering, socializing, eating, drinking, and enjoying games and events is safer outside rather than inside. As a result, City has determined it necessary to set aside a unique public space where City residents and visitors to City can safely gather outdoors. City has broad discretionary authority to license and regulate alcohol and food, and both will be permitted to be consumed in Plaza Park to promote healthy socialization. City desires to foster a sense of community and will be providing tables and games to be enjoyed by visitors to Plaza Park. City will be constructing new public restrooms that are ADA compliant and providing new lighting and camera surveillance for purposes of creating a place where City residents feel comfortable and safe congregating.

2. General Welfare and Economic Welfare- The general welfare of City residents will be served by the factors stated herein, as well as other factors known and unknown. The economic welfare of City will be fostered through the revitalization of the City Downtown Business District. Plaza Park shall create a new public space for events, festivals, food trucks, ice cream trucks, bocce ball leagues, bags leagues, and other reasons to gather outside in a safe and healthy environment. This community outdoor activity will drive automobile and foot traffic to the City Downtown Business District, increase property values on and around the City Square, increase development on and around the City Square, increase sales tax revenue to be utilized for City services, and promote the overall general and economic welfare of the City of Highland.

(b) Hours. Except as otherwise stated herein or as expressly authorized by the designated City authority, it shall be unlawful for any person other than employees and officials of the City acting on behalf of the City to be present or loiter in a City park between the hours of 10:00 p.m. and 5:00 a.m.

(c) Exceptions. Notwithstanding subsection (b) hereof, City officials and the City Police Department shall have discretion to permit City residents to remain in Plaza Park between the hours of 10:00 p.m. and 5:00 a.m. for good cause shown, and to be determined solely by the City.

(d) Alcohol and Alcoholic Liquors. Definitions for Alcohol and Alcoholic Liquors can be found in City Code, Chapter 6, Alcoholic Liquors. Possession and consumption of alcohol will be permitted in Plaza Park, but strictly regulated to promote the health, safety, general welfare, and economic welfare of City residents. In addition to all Illinois State laws governing the sale, possession, and consumption of alcohol, Plaza Park shall be regulated as follows:

1. Alcohol will be permitted for possession and consumption from 5 PM CST to 10 PM CST Monday through Thursday, 5 PM CST to 11 PM CST on Friday, 12 PM CST to 11 PM CST on Saturday, and from 12 PM CST to 10 PM CST on Sunday.

2. Alcohol must be kept on the designated property of Plaza Park.
3. Alcohol must be purchased from a licensed seller of alcohol as designated as such by the State of Illinois.
4. Alcohol may not be sold in Plaza Park without a special event permit or other legally recognized permission from the Liquor Commissioner.
5. Plaza Park patrons shall be responsible for cleaning up anything brought into the designated park area and may be cited with an ordinance violation for failure to keep the park clean and accessible for the general public.

(e) Food. Food may be brought into and consumed at Plaza Park. Plaza Park patrons shall be responsible for cleaning up anything brought into the designated park area and may be cited with an ordinance violation for failure to keep the park clean and accessible for the general public.

(f) Games and Leagues. Plaza Park patrons shall share the use of the amenities of the park unless there is a designated and City approved league scheduled to use any games or amenities. In such case, the City approved league shall have the right to use the park at the designated time (EG – bocce ball league will be able to use the court if they have an approved date and time to do so from City).

(g) Approval of Exclusive Use Required. Any organization, private or public, or any citizen group or citizen wishing to use the Plaza Park for an event, gathering, or festival shall apply to the City for permission to do so. This would be a use sponsored and insured by the organization and would grant priority of use to the organization over that of the general public for a specific period of time.

(h) Liability Insurance Coverage and Certificate of Insurance Required. The applicant desiring to exclusively use the Plaza Park shall cause the City to be named as an additional insured on a policy of liability insurance coverage in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, issued by a reputable and financially sound liability insurer, that will be in effect during all the days of the applicant's proposed exclusive use of the Plaza Park. The policy of liability insurance coverage shall be non-cancelable by the insurer without prior notice to the City. The applicant, before its application is submitted to the City for its consideration, shall deliver to the office of the city clerk the liability insurer's certificate of insurance confirming:

1. The addition of the City to that policy of liability insurance as a named insured;
2. The amount of the liability insurance coverage; and
3. The period during which the liability coverage will be in effect.

(i) Enforcement. If the City Police authority should find a person violating the provisions of this chapter, he or she shall do one or more of the following:

1. Issue a warning to the person to cease and desist immediately from such violation; or
2. Deliver a notice to appear on ordinance violation citation.

(j) Violation. Any person violating this chapter, unless otherwise indicated, shall be deemed guilty of an ordinance violation, and shall be fined not less than \$100.00 and not more than \$750.00 for each offense.

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk
City of Highland
Madison County, Illinois

CITY OF HIGHLAND

WARRANT # 1186

January 4, 2021

001	General Fund	\$	62,879.18
006	TIF #1	\$	2,895.00
007	Community Development	\$	5,000.00
008	Motor Fuel Tax Fund	\$	2,375.61
009	Parks & Recreation Fund	\$	18,262.16
050	Street Bond	\$	12,199.75
101	Electric Fund	\$	748,717.79
012	Business District A	\$	448,427.27
111	Fiber To The Premise Fund	\$	37,435.39
309	2013 SEWER BOND CONSTRU	\$	-
201	Water Fund	\$	20,523.09
301	Sewer Fund	\$	549,929.00
401	Ambulance Fund	\$	2,591.44
713	Solid Waste Fund	\$	127,865.02
702	POLICE PENSION FUND	\$	2,700.00
705	AUDIT FUND	\$	-
802	Payroll Account	\$	<u>125,813.88</u>
	TOTAL WARRANT	\$	2,167,614.58

CITY CLERK
January 4, 2021

MAYOR

Accounts Payable

Computer Check Proof List by Vendor

User: rdixon
 Printed: 12/30/2020 - 3:54PM
 Batch: 00015.12.2020

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 3938	Ace Hardware			Check Sequence: 1
4219	ACE HARDWARE OPERATING SUPPLIES	151.96	01/05/2021	201-202-5-360-00
4219	ACE HARDWARE OPERATING SUPPLIES	45.48	01/05/2021	009-715-5-450-00
4219	ACE HARDWARE OPERATING SUPPLIES	133.94	01/05/2021	001-011-5-430-00
4219	ACE HARDWARE OPERATING SUPPLIES	31.54	01/05/2021	201-202-5-450-00
4219	ACE HARDWARE OPERATING SUPPLIES	27.98	01/05/2021	009-016-5-490-00
4219	ACE HARDWARE OPERATING SUPPLIES	29.98	01/05/2021	009-009-5-450-00
4219	ACE HARDWARE OPERATING SUPPLIES	90.95	01/05/2021	201-202-5-380-00
4219	Toolbox, rolling	279.99	01/05/2021	201-202-5-470-00
4219	ACE HARDWARE OPERATING SUPPLIES	24.99	01/05/2021	101-104-5-430-00
	Check Total:	816.81		
Vendor: 2632	Airgas USA,LLC			Check Sequence: 2
9107835342	OXYGEN	175.45	01/05/2021	401-401-5-430-00
	Check Total:	175.45		
Vendor: 29	Albers Fire Prot. Equipment Inc.			Check Sequence: 3
28070	2 FIRE EXT. RECHARGE	133.50	01/05/2021	001-012-5-360-00
	Check Total:	133.50		
Vendor: 60	Altec Industries Inc			Check Sequence: 4
11540048	970386449- Buckfit FR Harness Size Large	351.43	01/05/2021	101-104-5-440-00
3571172	Month 7 Rental of AT40-G	2,800.00	01/05/2021	101-104-5-340-00
	Check Total:	3,151.43		
Vendor: 5194	AMAZON CAPITAL SERVICES			Check Sequence: 5
433563987444	Supplies for City Hall	107.85	01/05/2021	001-000-0-157-00
433746944378	POE SWITCHES	170.97	01/05/2021	111-111-5-470-00
434687645469	COUNCIL CHAMBER MICROPHONES	705.27	01/05/2021	001-011-5-391-00
436798775897	INDOOR/OUTDOOR CAMERAS	249.49	01/05/2021	111-111-5-470-00
443654977495	SUPPLIES FOR CITY HALL- CENTRAL PURCHASING	12.76	01/05/2021	001-000-0-157-00
444955339866	TRENDNET USB C 3.1 TO RJ-45 2	34.99	01/05/2021	111-111-5-430-00
446544884337	WEB CAM FOR SENIOR CENTER	42.85	01/05/2021	009-016-5-430-00
446544884337	REPLACEMENT WEB CAM FOR KRC	42.84	01/05/2021	009-009-5-430-00
456884749378	USB NETWORK ADAPTER	25.98	01/05/2021	111-111-5-410-00
463383753448	SECURITY CAMERAS	99.90	01/05/2021	111-111-5-470-00
464668456369	Supplies for City Hall	15.99	01/05/2021	001-000-0-157-00
464737848978	WD PURPLE SURVEILLANCE INTERNAL HARD DRIVE	295.88	01/05/2021	111-111-5-470-00
473999738433	SUPPLIES FOR ELF CHALLENGE	31.98	01/05/2021	009-016-5-430-00
474538355397	Supplies for Central Purchasing	84.78	01/05/2021	001-000-0-157-00
475898553934	PARTICIPATION SWAG FOR GOBBLE HOBBLE RUN	105.32	01/05/2021	009-016-5-430-00
494798939474	SUPPLIES FOR ELF CHALLENGE	21.98	01/05/2021	009-016-5-430-00
537346995669	TRAVEL SIZE HAND SANITIZER FOR PARK MAINT TRUCKS	34.68	01/05/2021	009-016-5-440-00
563634884648	FACE MASK/GAITERS FOR WRF- COVID	17.99	01/05/2021	301-304-5-440-00
563634884648	FACE MASK/GAITERS FOR PWA- COVID	17.99	01/05/2021	201-201-5-440-00
569443835475	WIRELESS MONITOR SYSTEM SET W/ DRY PROBE	35.87	01/05/2021	111-111-5-430-00
586888653378	REFUND- TREND NET USB	-34.99	01/05/2021	111-111-5-430-00
596774764479	FACE MASK/GAITERS FOR W&S- COVID	60.45	01/05/2021	201-203-5-440-00
596774764479	FACE MASK/GAITERS FOR W&S- COVID	60.44	01/05/2021	301-303-5-440-00
596774764479	FACE MASK/GAITERS FOR WRF- COVID	34.54	01/05/2021	301-304-5-440-00
596774764479	FACE MASK/GAITERS FOR WTP- COVID	69.08	01/05/2021	201-202-5-440-00
634639886553	BATTERY REFILL CONTAINER FOR KRC FLOOR SCRUBBER	17.53	01/05/2021	009-009-5-430-00
744647844999	Supplies for EMS, Fire, Central Purchasing	124.60	01/05/2021	001-000-0-157-00
749364456995	PEAVEY PVI 100- 2 PACK DYNAMI	34.99	01/05/2021	001-011-5-391-00
779699959336	ENGINEERING SCALE RULER SET FOR GEORGE	21.94	01/05/2021	101-101-5-410-00
843856979369	4K ULTRA HD 16-CHANNEL SECURITY EQUIPMENT	865.30	01/05/2021	111-111-5-530-00
845885664847	FLASH DRIVES	24.99	01/05/2021	001-012-5-430-00
846498556578	INK CARTRIDGES FOR GEORGES PRINTER	152.54	01/05/2021	101-101-5-410-00
877549985384	DESK NAME PLATE	15.23	01/05/2021	001-012-5-430-00
893464754889	ELF CHALLENGE SUPPLIES	15.99	01/05/2021	009-016-5-430-00
894547468384	FOREHEAD THERMOMETERS (QTY 4)	63.96	01/05/2021	401-401-5-430-00
947797366363	REFUND FOR SHOES- BROOKS ADRENALINE BLACK/GREY	-113.94	01/05/2021	001-012-5-440-00
999544643995	REMOVABLE HARD DRIVE	59.99	01/05/2021	001-012-5-430-00
	Check Total:	3,628.00		
Vendor: 4674	Ameren Illinois			Check Sequence: 6
1477059018	OPTIONAL LIGHTING CHARGE	28.17	01/05/2021	101-104-5-330-00
2723363006	GAS SERVICE	245.85	01/05/2021	401-401-5-330-00
5736662735 WTP	Utilities	74.94	01/05/2021	201-202-5-330-00

7516714005	GAS CHARGES	263.23	01/05/2021	301-303-5-330-00
7516714005	GAS CHARGES	263.23	01/05/2021	201-203-5-330-00
7516714005	GAS CHARGES	526.46	01/05/2021	101-101-5-330-00
7516714005	GAS CHARGES	263.24	01/05/2021	001-013-5-330-00
7807468015121	Senior Center gas utilities	69.98	01/05/2021	009-016-5-330-00
7952834891	GAS CHARGES	60.71	01/05/2021	101-102-5-330-00
	Check Total:	1,795.81		
Vendor: 3076	ANIXTER, INC.			Check Sequence: 7
4782968-01	213709-7324 Aresster PDV-100 Optima	815.75	01/05/2021	101-104-5-430-00
4796432-00	LNW-7-3X- 3" Riser Bracket	282.00	01/05/2021	101-104-5-430-00
	Check Total:	1,097.75		
Vendor: 20710	APASystems			Check Sequence: 8
12182020	replaced switzer's system we were using for free in aerobic room	1,320.00	01/05/2021	009-009-5-470-00
	Check Total:	1,320.00		
Vendor: 5463	ARCTURIS, INC.			Check Sequence: 9
127298	CITY OF HIGHLAND- FOOD PARK	1,000.00	01/05/2021	007-007-5-505-00
	Check Total:	1,000.00		
Vendor: 5591	AssuredPartners Cornerstone LLC			Check Sequence: 10
44143	NOVEMBER FSA PLAN ADMIN/DEBIT CARD FEE	214.50	01/05/2021	001-011-5-390-00
	Check Total:	214.50		
Vendor: 2715	AT&T MOBILITY			Check Sequence: 11
287237079690X	EMS AIR CARDS	68.20	01/05/2021	401-401-5-390-50
	Check Total:	68.20		
Vendor: 195	Aviston Lumber Company			Check Sequence: 12
135236	T8 32W Fluorescent Bulb	11.47	01/05/2021	301-303-5-450-00
135236	T8 32W Fluorescent Bulb	11.48	01/05/2021	201-203-5-450-00
	Check Total:	22.95		
Vendor: 5706	B2B INDUSTRIAL PRODUCTS LLC			Check Sequence: 13
00433886	Face Masks - Surgical - COVID	165.76	01/05/2021	001-000-0-157-00
	Check Total:	165.76		
Vendor: 2387	Barco Products Company			Check Sequence: 14
INVRCO17818	Stuckwisch memorial bench	1,052.75	01/05/2021	009-016-5-430-00
	Check Total:	1,052.75		
Vendor: 20959	Annette Bleisch			Check Sequence: 16
781024	cancelled chance card 15 visits left - due to covid	56.25	01/05/2021	009-009-4-347-78
	Check Total:	56.25		
Vendor: 5609	BOKF, N.A.			Check Sequence: 17
HIGHLANDT20	HIGHLAND IL GENERAL OBLIGATION DEBT CERTIFICATES	131,362.50	01/05/2021	012-012-5-620-00
HIGHLANDT20	SEMI ANNUAL PAYING AGENT FEE	150.00	01/05/2021	012-012-5-390-00
HIGHLANDT20	HIGHLAND IL GENERAL OBLIGATION DEBT CERTIFICATES	305,000.00	01/05/2021	012-012-5-610-00
	Check Total:	436,512.50		
Vendor: 1291	Bound Tree Medical, LLC			Check Sequence: 18
83870196	EMS SUPPLIES	45.26	01/05/2021	401-401-5-430-00
83873441	EMS SUPPLIES	37.70	01/05/2021	401-401-5-430-00
	Check Total:	82.96		
Vendor: 2210	C & R ERNST ENTERPRISES, INC.			Check Sequence: 19
15126	STEERING GEAR BOX MTN/REPAIRS	953.24	01/05/2021	201-203-5-360-00
15126	STEERING GEAR BOX MTN/REPAIRS	953.24	01/05/2021	301-303-5-360-00
	Check Total:	1,906.48		
Vendor: 712	Calix Networks Inc			Check Sequence: 20
242209	GPON SFP OIM Class B+ 20Km, 1490/1310 Si, with freight	2,160.50	01/05/2021	111-111-5-530-00
243557	854G-1 Gigacenter 2 POTS, 4GE, Dual Wi-F w/ freight	6,579.67	01/05/2021	111-111-5-530-00
245924	854G-1 GigaCenter, 2 POTS, 4 GE, Dual Wi	9,712.50	01/05/2021	111-111-5-530-00
	Check Total:	18,452.67		
Vendor: 1549	CCG Consulting LLC			Check Sequence: 22
4099	REVIEW PAYTV CONTRACT W/ A.I., ANNUAL CIGRR REP	364.00	01/05/2021	111-111-5-220-00

Check Total:		364.00		
Vendor: 3080	CDW G Inc			Check Sequence: 23
5399391	WD PURPLE 12TB 7200RPM SATA 6GB/S	1,387.32	01/05/2021	111-111-5-530-00
Check Total:		1,387.32		
Vendor: 4981	Christ Bros Inc			Check Sequence: 24
04830	EZ Street - LEB	1,595.70	01/05/2021	008-008-5-430-00
Check Total:		1,595.70		
Vendor: 456	City Of Highland			Check Sequence: 26
009697-000	UTILITY CHARGE	472.28	01/05/2021	101-101-5-330-00
009697-000	UTILITY CHARGE	202.40	01/05/2021	001-013-5-330-00
009697-001	UTILITY CHARGE	57.09	01/05/2021	101-102-5-330-00
009697-004	UTILITY CHARGE	1,796.65	01/05/2021	101-102-5-330-00
009697-008	UTILITY CHARGE	121.46	01/05/2021	101-102-5-330-00
009697-009	UTILITY CHARGE	812.32	01/05/2021	101-102-5-330-00
009697-010	UTILITY CHARGE	3,252.89	01/05/2021	101-102-5-330-00
009697-027	UTILITY CHARGE	9.55	01/05/2021	101-102-5-330-00
009697-028	UTILITY CHARGE	15.00	01/05/2021	101-102-5-330-00
Check Total:		6,739.64		
Vendor: 451	City Of Highland Electric			Check Sequence: 27
006736-0051220	city utilities - new senior center	275.37	01/05/2021	009-016-5-330-00
010097-0011220	city utilities - krc	7,611.61	01/05/2021	009-009-5-330-00
010097-0031220	city utilities - parks	1,923.91	01/05/2021	009-016-5-330-00
010097-0041220	city utilities - cemetery	62.10	01/05/2021	009-715-5-330-00
010097-0091220	city utilities - outdoor pool	46.14	01/05/2021	009-503-5-330-00
010097-0131220	city utilities - wcc	1,373.61	01/05/2021	009-016-5-330-00
Check Total:		11,292.74		
Vendor: 464	City Utilities			Check Sequence: 28
005784-000	POLICE DEPT UTILITIES	1,046.82	01/05/2021	001-012-5-330-00
005784-002	POLICE DEPT RADIO TOWER	61.95	01/05/2021	001-012-5-330-00
005784-003	POLICE DEPT RADIO SHED	18.95	01/05/2021	001-012-5-330-00
006518-000	City Utilities	137.43	01/05/2021	201-201-5-330-00
006518-002	City Utilities	67.87	01/05/2021	001-017-5-330-00
006518-003	City Utilities	1,474.11	01/05/2021	001-017-5-330-00
006518-005	City Utilities	166.13	01/05/2021	301-303-5-330-00
006518-005	City Utilities	166.13	01/05/2021	201-203-5-330-00
006518-006	City Utilities	114.37	01/05/2021	201-203-5-330-00
006518-006	City Utilities	114.36	01/05/2021	301-303-5-330-00
006518-007	City Utilities	12.53	01/05/2021	301-303-5-330-00
006518-007	City Utilities	12.53	01/05/2021	201-203-5-330-00
006518-022	City Utilities	7,251.86	01/05/2021	301-304-5-330-00
006518-023	City Utilities	91.04	01/05/2021	301-304-5-330-22
006518-024	City Utilities	91.04	01/05/2021	301-304-5-330-22
006518-025	City Utilities	23.49	01/05/2021	301-305-5-330-00
006518-026	City Utilities	48.88	01/05/2021	301-304-5-330-22
006518-027	City Utilities	37.61	01/05/2021	301-304-5-330-22
006518-028	City Utilities	40.24	01/05/2021	201-202-5-330-00
006518-031	City Utilities	1,103.79	01/05/2021	201-202-5-330-00
006518-032	City Utilities	9,913.99	01/05/2021	201-202-5-330-00
006518-033	City Utilities	24.43	01/05/2021	201-202-5-330-00
006518-035	City Utilities	542.53	01/05/2021	301-304-5-330-00
006518-036	City Utilities	178.83	01/05/2021	001-017-5-330-00
006518-038	City Utilities	2,506.86	01/05/2021	301-304-5-330-00
006519-000	UTILITIES	1,090.09	01/05/2021	001-011-5-330-00
006736-000	UTILITIES	466.39	01/05/2021	401-401-5-330-00
006736-001	UTILITIES- STATION #2	149.67	01/05/2021	001-014-5-330-00
006736-002	UTILITIES- HELIPRT	26.12	01/05/2021	401-401-5-330-00
006736-003	UTILITIES- SILVER LAKE RD	11.26	01/05/2021	001-014-5-330-00
006736-004	UTILITIES- BOAT RAMP	10.20	01/05/2021	001-014-5-330-00
015010-000	UTILITIES- HCS	2,020.29	01/05/2021	111-111-5-330-00
Check Total:		29,021.79		
Vendor: 2822	Compustitch Embroidery			Check Sequence: 29
17098	2 Shirts & city logo for Danielle Schaake	30.00	01/05/2021	201-202-5-440-00
Check Total:		30.00		
Vendor: 2527	Constellation NewEnergy Gas Division, LLC			Check Sequence: 30
3071160	GAS SERVICE	8.08	01/05/2021	001-012-5-330-00
3071160	GAS SERVICE	18.29	01/05/2021	111-111-5-330-00
3071160	GAS SERVICE	42.03	01/05/2021	001-014-5-330-00
3071160	GAS SERVICE	74.56	01/05/2021	001-017-5-330-00
3071160	GAS SERVICE	14.00	01/05/2021	201-202-5-330-00
3071160	GAS SERVICE	380.19	01/05/2021	009-009-5-330-00
3071160	GAS SERVICE	25.89	01/05/2021	009-016-5-330-00
3071160	GAS SERVICE	101.41	01/05/2021	001-017-5-330-00

	Check Total:		664.45		
Vendor: 5050	DexYP				Check Sequence: 31
610047901013	MONTHLY PHONE LISTING	53.29		01/05/2021	111-111-5-390-00
610047901013	MONTHLY PHONE LISTING	49.59		01/05/2021	101-101-5-390-00
610047901013	MONTHLY PHONE LISTING	90.16		01/05/2021	001-011-5-390-00
610047901013	MONTHLY PHONE LISTING	37.09		01/05/2021	001-012-5-390-00
	Check Total:		230.13		
Vendor: 10058	Drive Social Media				Check Sequence: 32
34625	SOCIAL MEDIA MONTHLY SERVICE	2,000.00		01/05/2021	111-111-5-390-33
	Check Total:		2,000.00		
Vendor: 20627	Energy Wise				Check Sequence: 33
1014	pool pack heat - replace high limit roll out with new	387.00		01/05/2021	009-009-5-390-00
	Check Total:		387.00		
Vendor: 414	Excel Bottling Co. Inc.				Check Sequence: 34
20857	CO2 TANK	25.00		01/05/2021	201-203-5-430-00
	Check Total:		25.00		
Vendor: 745	Fletcher Reinhardt Company				Check Sequence: 35
S1233161.001	6N Service Entrance Connector	558.00		01/05/2021	101-104-5-430-00
S1233161.001	GTCS-34A Grounding Clamp	540.00		01/05/2021	101-104-5-430-00
S1233161.001	67533 LU400 Sylvania	190.00		01/05/2021	101-104-5-430-00
S1233161.001	CF44-1 Compression Connector Copper Crim	300.00		01/05/2021	101-104-5-430-00
S1235799.001	#4 Bare Copper Soft Drawn	848.00		01/05/2021	101-104-5-430-00
	Check Total:		2,436.00		
Vendor: 20702	FROST Electric Supply				Check Sequence: 36
S4235365.001	18 Watt LED retrofit lamps	170.49		01/05/2021	009-009-5-450-00
S4237126.001	4 ft fluorescent lamps	174.42		01/05/2021	009-009-5-450-00
	Check Total:		344.91		
Vendor: 788	Frost Electric Supply Co				Check Sequence: 37
S4221539.002	UA9ALB PVC 3 Inch Degree Elbow	122.24		01/05/2021	101-104-5-430-00
S4235412.001	Milwaukee 211-21 USB rechargeable 475 lu	238.00		01/05/2021	101-104-5-440-00
	Check Total:		360.24		
Vendor: 5332	GILMORE & BELL, P.C				Check Sequence: 38
8043706	GENERAL OBLIGATION SEWERAGE SYSTEM BONDS SERIES 2013	1,000.00		01/05/2021	001-011-5-390-00
	Check Total:		1,000.00		
Vendor: 2680	HFS of IL				Check Sequence: 39
2020-06-01 0010	AMBULANCE REFUND	73.20		01/05/2021	401-401-5-390-25
	Check Total:		73.20		
Vendor: 1423	Highland Communication Services				Check Sequence: 40
200-303707 PW	Communication Services	204.00		01/05/2021	301-301-5-390-50
	Check Total:		204.00		
Vendor: 1014	Houseman Supply Inc				Check Sequence: 41
20205	labor/materials replaced electric heat sequencer in furnace	617.00		01/05/2021	009-016-5-390-00
	Check Total:		617.00		
Vendor: 951	KGP Logistics Inc				Check Sequence: 42
INV19601196	Milwaukee 2865-22 M18 Fuel high-torque u	578.82		01/05/2021	111-111-5-530-00
INV19601197	Cable tie 18lb-4" Orange ID tag .78x1" -	8.87		01/05/2021	111-111-5-470-00
INV19601197	Cable tie 18lb-4" natural ID tag78x1" -	86.08		01/05/2021	111-111-5-470-00
INV19706803	OPTITAP(R) SC/APC SCAPC, SMF-28E, 1F HY	521.64		01/05/2021	111-111-5-530-00
	Check Total:		1,195.41		
Vendor: 1203	Kohnen Concrete Products, Inc.				Check Sequence: 43
380526	3 Beehive Grates	680.00		01/05/2021	001-017-5-550-50
	Check Total:		680.00		
Vendor: 1206	Korte & Luitjohan Contr Inc				Check Sequence: 44
10238	Demo culvert concrete, ditch clean out-Behind Larry's Tire/Leimon	1,355.75		01/05/2021	001-017-5-390-00
	Check Total:		1,355.75		

Vendor: 24	Craig Loyet			Check Sequence: 45
B-20-020134	1301 14th St - Plumbing Rough-In Inspection	25.00	01/05/2021	001-013-5-390-82
B-20-020221	1519 Washington St - Final Plumbing Inspection	25.00	01/05/2021	001-013-5-390-82
	Check Total:	50.00		
Vendor: 5181	LOYET-ARCHITECTS			Check Sequence: 46
JOB #1820- R18	REDESIGN- PUBLIC SAFETY FACILITY DESIGN	11,087.46	01/05/2021	012-012-5-505-00
	Check Total:	11,087.46		
Vendor: 5222	MCFA DEATH BENEFIT			Check Sequence: 47
1099 GARWOOD	DEATH BENEFITS FOR LESLIE GARWOOD OF WORDEN #1405	81.00	01/05/2021	001-014-5-390-00
1099 RENSING	DEATH BENEFITS FOR ARTHUR RENSING OF NEW DOUGLAS	81.00	01/05/2021	001-014-5-390-00
1099 SCHANTZ	DEATH BENEFITS FOR JOHN SCHANTZ OF MARINE #1404	81.00	01/05/2021	001-014-5-390-00
	Check Total:	243.00		
Vendor: 1924	McKay Auto Parts Inc			Check Sequence: 48
825170	LIGHT WEIGHT 3, QT (PT1)	13.23	01/05/2021	001-017-5-460-00
826889	HI PWR II IND V BELT	9.49	01/05/2021	301-304-5-450-00
829009	BATTERY - CATERPILLAR LOADER	81.99	01/05/2021	301-304-5-450-00
829360	OIL FILTER, AIR FILTERS FOR CAT SKID	56.23	01/05/2021	001-017-5-450-00
829541	HYDRAULIC FILTER, FUEL FILTER, OIL FILTERS, AIR FILTERS	160.89	01/05/2021	001-017-5-450-00
829687	OIL DRY	39.95	01/05/2021	001-017-5-430-00
829810	OIL AND AIR FILTERS	34.05	01/05/2021	001-017-5-450-00
829837	OIL AND AIR FILTERS	22.56	01/05/2021	001-017-5-450-00
829983	LONG LIFE FULL ST AF	47.97	01/05/2021	401-401-5-460-00
830103	Blue Def 2.5 Gal.	9.99	01/05/2021	301-303-5-460-00
830103	Blue Def 2.5 Gal.	9.99	01/05/2021	201-203-5-460-00
830272	Lucas Pwr Str Stop Lk	5.84	01/05/2021	301-303-5-460-00
830272	Lucas Pwr Str Stop Lk	5.85	01/05/2021	201-203-5-460-00
830495	Air, Fuel, Oil Filters	150.78	01/05/2021	001-017-5-450-00
830798	Fuel Filters - Sweeper	57.92	01/05/2021	001-017-5-460-00
830810	HOSE CLAMP PLIERS FOR POWER PLANT	79.99	01/05/2021	101-102-5-470-00
830833	RADIATOR CAP- CITY HALL TRUCK #31	8.72	01/05/2021	001-011-5-460-00
	Check Total:	795.44		
Vendor: 4985	Mettler Development LLC			Check Sequence: 50
B-20-020162	223 Carter Ridge Dr-Incentive Pay't-new single-family, new subdi	4,000.00	01/05/2021	007-007-5-390-00
	Check Total:	4,000.00		
Vendor: 1383	Midwest Meter Inc.			Check Sequence: 51
0127443-IN	4:1" M-70 Meter Base, 4: M-25 Gal, HRE LCD ITRON CONN.	912.00	01/05/2021	201-203-5-530-60
	Check Total:	912.00		
Vendor: 20785	Midwest Mulch & Compost			Check Sequence: 52
4738	mulch for cemetery	100.00	01/05/2021	009-715-5-430-00
	Check Total:	100.00		
Vendor: 2555	Mike A Maedge Trucking Inc			Check Sequence: 53
36731	CM6 - Tic# 1659466, 1659600	404.91	01/05/2021	008-008-5-430-00
	Check Total:	404.91		
Vendor: 1512	Northtown Auto & Tractor			Check Sequence: 54
7608-212450	PARTS FOR GENERATOR AT POWER PLANT	12.08	01/05/2021	101-102-5-450-00
	Check Total:	12.08		
Vendor: 1518	Nu Way Concrete Forms Troy LLC			Check Sequence: 55
1817149	Floor Broom, Aluminum, Wood Handle, Socket Shovel	116.04	01/05/2021	001-017-5-430-00
1817151	Rebar	375.00	01/05/2021	008-008-5-430-00
	Check Total:	491.04		
Vendor: 3903	O'Reilly Automotive Inc.			Check Sequence: 56
0985-188620	TANK HEATER FOR BACK UP GENERATOR CITY HALL	159.00	01/05/2021	001-011-5-450-00
0985-188621	ANIT FREEZE FOR BACK UP GENERATOR CITY HALL	10.99	01/05/2021	001-011-5-450-00
0985-189322	ANTI FREEZE FOR CITY HALL TRUCK #31	27.98	01/05/2021	001-011-5-460-00
0985-189324	THERMOSTAT, THERM GASKET, RADITR FLUSH FOR CITY HALL TRUCK #31	41.74	01/05/2021	001-011-5-460-00
0985-189590	FOG Capsule	1.13	01/05/2021	301-303-5-460-00
0985-189590	FOG Capsule	1.14	01/05/2021	201-203-5-460-00
0985-189694	BATTERY FOR 2018 FORD ESCAPE	182.09	01/05/2021	001-013-5-460-00
	Check Total:	424.07		
Vendor: 2139	Oates Associates Inc			Check Sequence: 57
33374	CSXT RAILROAD CULVERT MODIFICATION CONSTRUCTION SERVICES	2,895.00	01/05/2021	006-006-5-505-00
33377	IL RTE 160 SHARED USE PATH CONSTRUCTION SERVICES	925.00	01/05/2021	050-050-5-505-00
33378	HEMLOCK TRAFFIC SIGNAL PLANS- CONSTRUCTION SERVICES	940.00	01/05/2021	050-050-5-505-00

33379	BROADWAY STREETSCAPE PHASE I CONSTRUCTION SERVICES	7,327.50	01/05/2021	050-050-5-505-00
33380	BELLM AND IBERG ROAD ROW STUDY	530.00	01/05/2021	050-050-5-505-00
33385	FUNCTIONAL CLASSIFICATION APPLICATIONS	1,150.00	01/05/2021	050-050-5-505-00
	Check Total:	13,767.50		
Vendor: 5240 534165-1	OFFICE SOURCE INC DELIVERY AND INSTALLATION FOR CABINETS IN CITY CLERK OFFICE	130.00	01/05/2021	Check Sequence: 58 001-011-5-410-00
	Check Total:	130.00		
Vendor: 4146 19445453	PDC Laboratories Inc TOC & Field Alkalinity Pkg., Total Organic Cabon	80.00	01/05/2021	Check Sequence: 59 201-202-5-390-23
	Check Total:	80.00		
Vendor: 2474 17	Plocher Construction Company, Inc. HIGHLAND WATER RECLAMATION FACILITY IMPROVEMENTS	534,919.85	01/05/2021	Check Sequence: 60 301-304-5-550-00
	Check Total:	534,919.85		
Vendor: 1881 7101872-00	Power & Telephone SCASCSSM2-9MJUMPER 9 METER 2MM SINGLEM	60.00	01/05/2021	Check Sequence: 61 111-111-5-470-00
	Check Total:	60.00		
Vendor: 1773 56526344 56527681 56527736 56527736 56529043	Power Line Supply RS6RC Liner, Hard Hat, Suspension, Rache H-801R-UV Hard Hat- Full Brim Style D2-R-RY-EC-LA Sleeve C12 Dipped XCurve R D2-R-RY-EC-RA Sleeve C12 Dipped XCurve R Aervoe 220 red marking paint	60.66 88.74 212.00 212.00 720.00	01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021	Check Sequence: 62 101-104-5-440-00 101-104-5-440-00 101-104-5-440-00 101-104-5-440-00 101-104-5-430-00
	Check Total:	1,293.40		
Vendor: 3377 20201077 20201104	Quality Testing & Eng Inc HIGHLAND WATER RECLAMATION FAC US 40 AND HEMLOCK HIGHLAND	728.70 1,327.25	01/05/2021 01/05/2021	Check Sequence: 63 301-304-5-550-00 050-050-5-540-10
	Check Total:	2,055.95		
Vendor: 20789 INVO2820851	Quench USA, Inc water machine monthly fee	55.00	01/05/2021	Check Sequence: 64 009-009-5-390-00
	Check Total:	55.00		
Vendor: 4211 2012-239718	R P Lumber Co Inc straight router bit	10.99	01/05/2021	Check Sequence: 65 009-715-5-450-00
	Check Total:	10.99		
Vendor: 1527 2074142-IN 2074854-IN 2074855-IN 2075244-IN	Ray O'Herron Co Inc ARMORSKIN SHIRTS 3 SS & 3 LS FOR P105 VEST CARRIER -S. ZOBRIST VEST CARRIER- M. MCKINNEY BODY ARMOR, B SUTTON	308.02 250.28 250.28 925.28	01/05/2021 01/05/2021 01/05/2021 01/05/2021	Check Sequence: 66 001-012-5-440-00 001-012-5-440-00 001-012-5-440-00 001-012-5-440-00
	Check Total:	1,733.86		
Vendor: 969 849244 849310 849411 849490	Red E Mix LLC 4000 PSI Footing/Wall, Small Ld. Chg. ,Tic. # 60129693 88 PCCEP19-PP-1, Winter Serv., Tic. # 60129713 small load charge/psi footing/wall washed sand	264.00 759.00 506.00 230.00	01/05/2021 01/05/2021 01/05/2021 01/05/2021	Check Sequence: 67 001-017-5-550-50 001-017-5-550-50 009-715-5-450-00 009-715-5-430-00
	Check Total:	1,759.00		
Vendor: 1238 2119777	Reding Tire & Battery Inc wiper blades truck #26	13.98	01/05/2021	Check Sequence: 68 009-016-5-460-00
	Check Total:	13.98		
Vendor: 2224 277274 277274 277274 277274 277274 277274	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC. 2610 PLAZA DR RECYCLING SERVICES COMMERCIAL AND RESIDENTIAL TRASH SERVICES PW RECYCLING SERVICES CITY HALL RECYCLING SERVICES PD RECYCLING SERVICES KRC RECYCLING SERVICES	15.00 127,582.00 7.50 7.50 15.00 15.00	01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021	Check Sequence: 70 101-101-5-390-00 713-713-5-390-00 001-017-5-390-00 001-011-5-390-00 001-012-5-390-00 009-009-5-390-00
	Check Total:	127,642.00		
Vendor: 5355 34047	SCHMITT'S TROY GARAGE DOOR, INC. BAY 1 TORSION SPRING 262 39' 2" AND LABOR	240.05	01/05/2021	Check Sequence: 71 001-012-5-380-00

	Check Total:		240.05		
Vendor: 5831 2020-11-29 0003	RICHARD SCHNEIDER AMBULANCE REFUND		63.00	01/05/2021	Check Sequence: 72 401-401-5-390-25
	Check Total:		63.00		
Vendor: 1884 S1167286.001 S1167286.001 S1167505.001 S1167514.001 S1167535.001 S1167544.001 S1167654.001	Schulte Supply Inc TCS Concrete Saw TCS Concrete Saw 1" CTS PE4710 Tubing 300' Roll 1" Coppersetter,Ball ValveInlet, Dual Check 18"H. 1"x1" CTSPJ 6"x1" Brass Saddle for C900 Pipe, 1" CC Tap 1" x CTSPJ Corp. Stop 4" x 12.5" Repair Clamp, 10" Coupling, 18" Blue Flags		1,225.00 1,225.00 135.00 908.84 380.64 873.72 883.93	01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021	Check Sequence: 73 201-203-5-470-00 301-303-5-470-00 201-203-5-430-00 201-203-5-450-00 201-203-5-450-00 201-203-5-430-00 201-203-5-430-00
	Check Total:		5,632.13		
Vendor: 1876 815184 815184 815184 815184 815184 815184 815184 815184 815184 815184 815184 815184 815184	SD Myers Inc Health Center- critical units OCBPac FilmingCmpds/Particles Report LTCPac CriticalPac Liquid Screen Test Maintenance Assessment Report K F Dissolved Water Filming Cmpds/Particles PCB Content (2 ppm det limit) Inspection & Sampling Up To 1 Day Furan Content		160.00 736.00 471.00 460.00 2,310.00 22.00 616.00 22.00 328.00 108.00 475.00 63.00	01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021 01/05/2021	Check Sequence: 74 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00 101-104-5-390-00
	Check Total:		5,771.00		
Vendor: 5726 INV12282020	MELISSA SELLERS REIMBURSEMENT FOR TUITION COSTS FOR PARAMEDIC PROGRAM		789.00	01/05/2021	Check Sequence: 75 401-401-5-240-00
	Check Total:		789.00		
Vendor: 1912 525541	Sidener Environmental Services Inc. Back Up Rotometer		1,069.11	01/05/2021	Check Sequence: 76 201-202-5-470-00
	Check Total:		1,069.11		
Vendor: 1587 B-20-020134 B-20-020221	Timothy Singler 1301 14th St - Plumbing Rough-In Inspection 1519 Washington St - Final Plumbing Inspection		25.00 25.00	01/05/2021 01/05/2021	Check Sequence: 77 001-013-5-390-82 001-013-5-390-82
	Check Total:		50.00		
Vendor: 20960 790971	Jessica Spiezio reimbursement for dec auto debit - canceled due to covid		38.75	01/05/2021	Check Sequence: 78 009-009-4-347-21
	Check Total:		38.75		
Vendor: 3408 48	Splish Splash Auto Bath LLC POLICE DEPT CAR WASHES FOR NOVEMBER		80.00	01/05/2021	Check Sequence: 79 001-012-5-360-10
	Check Total:		80.00		
Vendor: 2028 252347	Teklab Inc HWRP Monthly Sampling		50.00	01/05/2021	Check Sequence: 80 301-304-5-390-23
	Check Total:		50.00		
Vendor: 5822 NEA182007238	TELIA CARRIER VIDEO CONTENT FEE		6,042.28	01/05/2021	Check Sequence: 81 111-111-5-390-52
	Check Total:		6,042.28		
Vendor: 4097 0164095	THE HOWARD E NYHART CO. INC. 2020 FUNDING VALUATION		2,700.00	01/05/2021	Check Sequence: 82 702-702-5-390-00
	Check Total:		2,700.00		
Vendor: 20368 124900	The Mail Box Store POSTAGE/SHIPPING CHRGS		16.28	01/05/2021	Check Sequence: 83 111-111-5-320-00
	Check Total:		16.28		
Vendor: 374 8380-6	The Sherwin Williams Co yellow and deep gold paint		86.93	01/05/2021	Check Sequence: 84 009-009-5-450-00
	Check Total:		86.93		

Vendor: 74	Third Millennium Assoc Inc			Check Sequence: 85
25651	UTILITY BILL RENDERING	283.02	01/05/2021	713-713-5-390-00
25651	UTILITY BILL RENDERING	283.02	01/05/2021	201-201-5-390-00
25651	UTILITY BILL RENDERING	283.02	01/05/2021	301-301-5-390-00
25651	UTILITY BILL RENDERING	188.67	01/05/2021	001-011-5-390-00
25651	UTILITY BILL RENDERING	849.05	01/05/2021	101-101-5-390-00
	Check Total:	1,886.78		
Vendor: 5397	TIMES TRIBUNE			Check Sequence: 86
91412	January 2021 CPZB Meeting Notice	20.40	01/05/2021	001-013-5-390-00
	Check Total:	20.40		
Vendor: 2089	Tri Ford Inc			Check Sequence: 87
6201899/1	2016 Ford Explorer Tire Issue -Wheel Bearing	168.09	01/05/2021	301-301-5-360-10
6201899/1	2016 Ford Explorer Tire Issue -Wheel Bearing	168.09	01/05/2021	001-017-5-360-10
6201899/1	2016 Ford Explorer Tire Issue -Wheel Bearing	168.09	01/05/2021	201-201-5-360-10
	Check Total:	504.27		
Vendor: 5420	TRIPACK, INC.			Check Sequence: 88
349769	Disinfectant- Central Purchasing Supplies	133.94	01/05/2021	001-000-0-157-00
349770	Disinfectant- Central Purchasing Supplies	79.90	01/05/2021	001-000-0-157-00
349771	Disinfectant- Central Purchasing Supplies	79.90	01/05/2021	001-000-0-157-00
	Check Total:	293.74		
Vendor: 2954	Vantagepoint Trans Agts-301638			Check Sequence: 90
138424	DASCOM TRANSCODERS/GENERAL CONSULTING	337.50	01/05/2021	111-111-5-230-00
	Check Total:	337.50		
Vendor: 1964	VUBIQUITY INC.			Check Sequence: 91
9115901492	NOVEMBER VIDEO CONTENT FEE	2,248.00	01/05/2021	111-111-5-390-52
	Check Total:	2,248.00		
Vendor: 2145	Wal Mart Community/GEMB			Check Sequence: 92
0444530	WAL-MART OPERATING SUPPLIES	30.84	01/05/2021	009-009-5-450-00
0444530	WAL-MART OPERATING SUPPLIES	18.44	01/05/2021	009-009-5-430-50
0444530	WAL-MART OPERATING SUPPLIES	13.94	01/05/2021	009-016-5-440-00
0444530	WAL-MART OPERATING SUPPLIES	96.18	01/05/2021	009-009-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	19.35	01/05/2021	001-011-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	242.10	01/05/2021	009-016-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	16.89	01/05/2021	009-016-5-450-00
0444530	WAL-MART OPERATING SUPPLIES	14.66	01/05/2021	301-304-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	139.44	01/05/2021	401-401-5-430-00
0444530	WAL-MART OPERATING SUPPLIES	553.00	01/05/2021	009-009-5-470-00
	Check Total:	1,144.84		
Vendor: 4979	Watts Copy Systems Inc.			Check Sequence: 93
1028272	COPIER LEASE/USAGE FOR LANA'S COPIER	29.30	01/05/2021	111-111-5-340-00
1028272	COPIER LEASE/USAGE FOR LANA'S COPIER	29.30	01/05/2021	001-011-5-340-00
	Check Total:	58.60		
Vendor: 20202	Wilke Truck Service, Inc.			Check Sequence: 94
36614*2	ROCK FROM FALLING SPRINGS #1655062,1655182	827.31	01/05/2021	012-012-5-550-00
	Check Total:	827.31		
Vendor: 504	Woodcrest Small Engine			Check Sequence: 95
3673	tune up kits for park maint equipment	91.95	01/05/2021	009-016-5-450-00
	Check Total:	91.95		
Vendor: 2230	Woody's Municipal Supply			Check Sequence: 96
01-20909	F550 Dump Bed & Hydraulic System	21,095.00	01/05/2021	001-017-5-530-00
01-20916	Salt Spreader & Plow	18,800.00	01/05/2021	001-017-5-530-00
	Check Total:	39,895.00		
Vendor: 4499	Zobrist Electric Inc			Check Sequence: 97
20143	20 Fox Run-Pool Ground Bndg Insp & 12990 Troxler- Elec UG Insp	250.00	01/05/2021	001-013-5-390-81
	Check Total:	250.00		

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 1059	IMEA			Check Sequence: 1
NOVEMBER	NOVEMBER PURCHASE POWER	-891.25	12/21/2020	101-000-4-346-41
NOVEMBER	NOVEMBER PURCHASE POWER	-44,544.40	12/21/2020	101-000-4-346-42

NOVEMBER	NOVEMBER PURCHASE POWER	765,464.69	12/21/2020	101-102-5-390-20
	ACH PAID 12-21-2020	720,029.04		
Vendor: 5803 JAN042021	CHARLES J BECHERER INTERIM POLICE CHIEF PER CONTRACT	5,000.00	01/05/2021	Check Sequence: 15 001-012-5-390-00
	ACH PAID	5,000.00		
Vendor: 5788	CARDPOINT MERCHANT SERVICES			Check Sequence: 21
DECEMBER	CREDIT CARD PROCESSING FEES FOR DECEMBER2020	144.81	01/05/2021	101-000-4-371-20
DECEMBER	CREDIT CARD PROCESSING FEES FOR DECEMBER2020	152.27	01/05/2021	001-013-5-390-00
DECEMBER	CREDIT CARD PROCESSING FEES FOR DECEMBER2020	178.85	01/05/2021	009-009-4-371-20
DECEMBER	CREDIT CARD PROCESSING FEES FOR DECEMBER2020	349.90	01/05/2021	401-000-4-371-20
DECEMBER	CREDIT CARD PROCESSING FEES FOR DECEMBER2020	1,292.62	01/05/2021	111-111-5-390-00
	ACH PAID	2,118.45		
Vendor: 4247 DECEMBER	Cigna INSURANCE PREMIUMS FOR DECEMBER 2020	125,813.88	01/05/2021	Check Sequence: 25 802-000-1-203-00
	ACH PAID	125,813.88		
Vendor: 5789 DECEMBER	MERCHANT TRANSACT WEB PAYMENT PROCESSING FEES FOR DECEMBER2020	6,076.36	01/05/2021	Check Sequence: 49 101-000-4-371-20
	ACH PAID	6,076.36		
Vendor: 5791 108126	RELIAFUND HCS ACH PROCESSING FEES	174.75	01/05/2021	Check Sequence: 69 111-111-5-390-00
	ACH PAID	174.75		
Vendor: 5790 DECEMBER	US POSTAL SERVICE POSTAGE FEES UTILITY BILLING DECEMBER2020	2,515.60	01/05/2021	Check Sequence: 89 001-011-5-320-00
	ACH PAID	2,515.60		
	<u>GRAND TOTAL:</u>	\$ 2,167,614.58		