SPECIFICATIONS FOR CONSTRUCTION AT GARTNER PARK

STERLING PARK DISTRICT
STERLING, ILLINOIS

BID ITEM: SITE IMPROVEMENTS

BID LETTING DATE: 3:00 P.M., Thursday
September 12, 2013

DATE OF COMPLETION: Friday, November 15, 2013

INDEX OF SHEETS

INDEX	PAGE NO.
NOTICE TO CONTRACTORS	1
SCOPE OF WORK	2
INFORMATION FOR BIDDERS	3 - 7
SPECIAL PROVISIONS FOR EMPLOYMENT PRACTICES	8 - 9
WAGES OF EMPLOYEES OF PUBLIC WORKS	10 - 19
GENERAL PROVISIONS	20 - 29
SPECIAL PROVISIONS	30- 32
PROPOSAL	33 - 36
CONTRACT	37 - 38

NOTICE TO CONTRACTORS

Notice is hereby given that the Sterling Illinois Park District, 1913 3rd Avenue, Sterling, Illinois 61081 will receive bids at the office of the Director of Parks and Planning until 3:00 p.m., Thursday, September 12, 2013 for the construction of site improvements at Gartner Park. This project involves storm drain, the excavation and placement of aggregate base, concrete curb & gutter, HMA surfacing and P.C.C. sidewalk. All requirements and details are described and listed on the plans and in the project specification. All work is to be done in accordance with the specifications on file in the office of the Director of Parks and Planning, Sterling Park District, 1913 3rd Avenue, Sterling, Illinois 61081. Prospective bidders may obtain specifications and plans from the office of Wendler Engineering Services, Inc., 698 Timber Creek Road, Dixon, Illinois 61021, phone 815-288-2261.

The Sterling Park District reserves the right to reject any or all proposals, to waive technicalities and to accept the proposal that the Sterling Park District Board of Commissioners believes to be in the best interest of the Sterling Park District.

By Order of:
Marvin Reyes, President
Sterling Park District
Board of Commissioners

SCOPE OF WORK

The intent of this project is to construct handicap accessible parking on the south loop, an HMA pedestrian path, P.C.C. sidewalk, storm drain, storm sewer and miscellaneous items at Gartner Park. All removal, furnishing, transporting and placing of all materials to the thickness and shape as shown on the plans, cleanup and incidental related items will be required of the contractor and included in the contractors bid price.

All work shall be done in accordance with the terms and conditions of the ordinances of the Sterling Park District, Sterling Township, City of Sterling, and all specifications and regulations they refer to.

The Contractor shall be familiar with the site locations, methodology of this work and standard construction procedures and practices prior to bidding.

The location and elevations as shown on the plans may vary slightly during construction due to existing field conditions not readily apparent until the time of construction.

The location of existing utility lines and site features as furnished by others or the Engineer does not warrant or guarantee the correctness of this information. It shall be the contractor's responsibility to verify the correctness of the utilities and features prior to the start of construction by uncovering underground utilities in all locations where he feels the proposed construction may need to be altered to prevent conflicts in line, grade or working clearances. Sterling Park District will work with the contractor to help locate Park District utilities.

Changes in quantities approved by the Engineer shall be paid for at the unit price for each item measured for payment.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Sterling Park District, Sterling, Illinois (herein called the "Owner") invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner at the Office of the Sterling Park District, 1913 3rd Avenue, Sterling, Illinois until 3:00 p.m., Thursday, September 12, 2013, and then publicly opened and read aloud in the Sterling Park District Office. The envelopes containing the bids must be sealed, addressed to the Director of Parks and Planning of the Sterling Park District, 1913 3rd Avenue, Sterling, Illinois, and designated as **BID FOR THE SITE IMPROVEMENTS AT GARTNER PARK.**

2. Description of Work

The project includes all labor, materials and equipment necessary to construct the project as described.

Construct parking spaces adjacent to the south loop, an HMA pedestrian path, a new P.C.C. sidewalk, a storm drain, storm sewer and miscellaneous items in accordance with the plans and notes for this project.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten.

The bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

4. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. Bid Security

The bid must be accompanied by a letter of credit, banks cashier's check, certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of **5% of the bid**.

6. Awarding of Bid

The Owner reserves the right to hold all bids for inspection at the Office of Sterling Park District, 1913 3rd Avenue, Sterling, Illinois. These bids shall be available for review during normal business hours. It is expected that the award of the successful bidder will be made at the September board meeting.

7. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion

All work required under this contract shall be fully complete by Friday, November 15, 2013. Completion date shall be that as defined in Article 108.05 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2012.

9. Insurance

The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of insurance required to be furnished by the Contractor. The date of commencement of the work shall not be changed by the effective date of such insurance. The limits of insurance required by the Sterling Park District shall be as defined on the "Insurance Requirements" sheets included in this proposal.

10. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

11. Construction Permits

All required permits and fees for the project shall be the responsibility of the contractor and shall be satisfactorily obtained by the Contractor so as not to cause any delay to the contract.

12. Prevailing Wages

The Contractor shall be required to pay the current prevailing wage rates as established by the Sterling Park District. The Owner shall receive from the Contractor a copy of the weekly wage statement as paid by the Contractor.

13. Payments and Lien Waivers

The first payment request shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment request shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors and Suppliers who were included in the immediately preceding payment request, to the extent of that payment. In other words, the Contractor must submit partial waivers on a current basis, but the Subcontractors and Suppliers may not be more than one payment late with their Partial Waivers of Lien. The above waiver requirements shall in no way affect the requirement that the Contractor promptly pay each Subcontractor each month the amount to which he is entitled. The delayed waiver provision is only to facilitate the practical time requirements to prepare and relay the payments and paper work. Request for final payment shall be accompanied by Final Waivers of Lien from the Contractor, all Subcontractors and Suppliers of material who have not previously furnished such final waivers. Final waivers shall be for the full amount of the contract.

14. Contract and Contract Bond

The form of Contract is included in these specifications. The successful bidder shall execute the Contract and furnish a Contract Bond from his insurance/bonding company within 10 days of receipt of Notice of Award of the Contract.

15. Laws and Regulations

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

16. Obligations of the Bidder

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans; specifications; material, construction and insurance requirements; and contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

17. Taxes

The Sterling Park District is exempt from all applicable federal, state and local sales tax. Retail sales tax shall not be included in the contract amount.

18. Schedule of Values

The Contractor shall submit a sworn statement of persons furnishing materials and labor before any payments are required to be made to the Contractor or to his order. Prior to the commencement of the work, the Contractor shall deliver to the Park District a Contractor's sworn statement duly executed and acknowledged listing all Subcontractors.

19. Site Access

It will be the Contractor's responsibility to verify details of the site, supply all required materials to the site and get all necessary equipment to the site. To view the site contact:

Doug Jacobs
Director of Park and Planning
Sterling Park District
211 E. St. Mary's Road
Sterling, IL 61081
815-622-6200

SPECIAL PROVISIONS
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

I. SELECTION OF LABOR

The contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Whiteside County Prevailing Wage for August 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		30.750	32.000	1.5	1.5	2.0	8.240	12.84	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.500	21.500	1.5	1.5	2.0	6.250	3.500	0.000	0.000
BOILERMAKER		BLD		35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000	0.300
BRICK MASON		BLD		36.420	39.170	1.5	1.5	2.0	8.650	12.05	0.000	0.630
CARPENTER		BLD		32.040	35.560	1.5	1.5	2.0	8.630	13.87	0.000	0.600
CARPENTER		HWY		33.790	35.540	1.5	1.5	2.0	9.750	12.99	0.000	0.490
CEMENT MASON		ALL		32.520	35.270	1.5	1.5	2.0	7.700	13.98	0.000	0.500
CERAMIC TILE FNSHER		BLD		32.450	0.000	1.5	1.5	2.0	8.300	4.930	0.000	0.550
COMMUNICATION TECH	E	BLD		36.440	40.080	1.5	1.5	2.0	10.39	12.09	0.000	0.760
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN	E	BLD		41.500	45.650	1.5	1.5	2.0	10.39	17.43	0.000	0.830
ELECTRICIAN	W	BLD		31.520	33.520	1.5	1.5	2.0	7.320	10.82	0.000	0.310
ELECTRONIC SYS TECH	W	BLD		23.750	25.500	1.5	1.5	2.0	7.120	5.260	0.000	0.310
ELEVATOR CONSTRUCTOR		BLD		39.380	44.300	2.0	2.0	2.0	11.88	12.71	3.150	0.600
GLAZIER		BLD		22.020	23.520	1.5	1.5	2.0	6.940	6.520	0.000	0.350
HT/FROST INSULATOR		BLD		29.190	30.390	1.5	1.5	2.0	5.420	12.05	0.000	0.900
IRON WORKER	E	ALL		35.090	36.840	2.0	2.0	2.0	8.340	22.19	0.000	0.500
IRON WORKER	W	ALL		28.000	30.240	1.5	1.5	2.0	9.390	10.68	0.000	0.620
LABORER		BLD		30.750	32.000	1.5	1.5	2.0	8.240	12.84	0.000	0.800
LABORER		HWY		34.380	35.130	1.5	1.5	2.0	8.240	12.84	0.000	0.800
LABORER, SKILLED		HWY		36.830	37.580	1.5	1.5	2.0	8.240	12.84	0.000	0.800
LATHER		BLD		32.040	35.560	1.5	1.5	2.0	8.630	13.87	0.000	0.600
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		32.450	0.000	1.5	1.5	2.0	8.300	4.930	0.000	0.550
MARBLE MASON		BLD		35.130	35.380	1.5	1.5	2.0	8.300	7.240	0.000	0.580
MILLWRIGHT		BLD		34.400	37.840	1.5	1.5	2.0	8.770	13.85	0.000	0.500
OPERATING ENGINEER	E	BLD	1	40.800	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	BLD	2	40.100	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	BLD	3	37.650	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	BLD	4	35.650	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	BLD	5	44.600	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	BLD	6	43.350	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	BLD	7	40.350	44.850	2.0	2.0	2.0	15.85	9.800	2.350	1.300
OPERATING ENGINEER	E	HWY	1	41.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	E	HWY	2	41.100	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	E	HWY	3	39.800	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	E	HWY	4	38.350	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	E	HWY	5	36.900	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	E	HWY	6	44.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	E	HWY	7	42.650	45.650	1.5	1.5	2.0	16.65	10.30	2.350	1.300
OPERATING ENGINEER	W	BLD	1	29.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	BLD	2	28.300	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	BLD	3	27.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	BLD	4	30.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	BLD	5	30.650	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900

OPERATING ENGINEER	W	BLD	6	31.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	BLD	7	30.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	1	29.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	2	28.300	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	3	27.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	4	30.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	5	30.650	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	6	31.150	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	7	30.400	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
OPERATING ENGINEER	W	HWY	8	30.900	31.900	1.5	1.5	2.0	15.85	7.600	2.000	0.900
PAINTER		ALL		27.320	28.320	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PAINTER OVER 30FT		ALL		28.570	29.570	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PAINTER PWR EQMT		ALL		27.820	28.820	1.5	1.5	1.5	5.000	6.100	0.000	0.600
PILEDRIVER		BLD		33.040	36.670	1.5	1.5	2.0	8.630	13.87	0.000	0.600
PILEDRIVER		HWY		33.790	35.540	1.5	1.5	2.0	9.750	12.99	0.000	0.490
PIPEFITTER		ALL		36.650	40.320	1.5	1.5	2.0	5.800	12.35	0.000	1.050
PLASTERER		BLD		33.360	36.700	2.0	2.0	2.0	8.150	11.05	0.000	0.500
PLUMBER		ALL		36.650	40.320	1.5	1.5	2.0	5.800	12.35	0.000	1.050
ROOFER		BLD		25.130	26.380	1.5	1.5	2.0	8.610	5.620	0.000	0.260
SHEETMETAL WORKER		BLD		37.400	39.330	1.5	1.5	2.0	5.700	16.50	0.520	0.290
SPRINKLER FITTER		BLD		36.390	39.140	1.5	1.5	2.0	8.420	8.500	0.000	0.450
STONE MASON		BLD		36.420	39.170	1.5	1.5	2.0	8.650	12.05	0.000	0.630
TERRAZZO FINISHER		BLD		32.450	0.000	1.5	1.5	2.0	8.300	4.930	0.000	0.550
TERRAZZO MASON		BLD		35.130	35.380	1.5	1.5	2.0	8.300	7.240	0.000	0.580
TILE LAYER		BLD		32.040	35.560	1.5	1.5	2.0	8.630	13.87	0.000	0.600
TILE MASON		BLD		35.130	35.380	1.5	1.5	2.0	8.300	7.240	0.000	0.580
TRUCK DRIVER		ALL	1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		ALL	2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		ALL	3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		ALL	4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		ALL	5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		O&C	1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		O&C	2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		O&C	3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		O&C	4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER		O&C	5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TUCKPOINTER		BLD		36.420	39.170	1.5	1.5	2.0	8.650	12.05	0.000	0.630

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

Explanations

WHITESIDE COUNTY

ELECTRICIAN AND COMMUNICATION TECHNICIAN(EAST) - Townships of Genessee, Jordan, Hopkins, Sterling, Hume, Montmorency, Tampico, and Hahnaman.

ELECTRONIC SYSTEMS TECHNICIAN (WEST) - Portion west of Genesee, Hume, Mount Pleasant, and Tampico Townships.

IRONWORKERS (EAST) - That part county North and East of a line from Fair Haven (Carroll County) to Rt. 30, then to the East county line.

OPERATING ENGINEERS (WEST) - From the fifth sectional line east of Morrison, running directly north and south.

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN - East

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these

system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

ELECTRONIC SYSTEMS TECHNICIAN - West

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping

water service and forced lift station mechanical worker.

OPERATING ENGINEERS - BUILDING (East)

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION (East)

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEERS - BUILDING (West)

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (boom, Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Trenching Machine (40 H.P. and over); Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater-Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump; Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; Off-Road Haul Units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-Propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights 28 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-type Tractor Operating Scoop or Scraper or with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type (excluding hose work), and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (Self-Propelled); Self-Propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Distributor; Self-propelled Roller (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. cap. or working heights below 28 ft.); Gypsum Pump; Conveyor over 20 H.P.; Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Farm-Type Tractor (without Power Attachment); Grout Pump

(excluding hose work).

Class 3. Skid Loader; Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; Water Pumps; Air Compressor (400 c.f.m. or over); Deck Engineers.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

OPERATING ENGINEERS- HIGHWAY (West)

Class 1. Shovel; Concrete Spreader; Dipper Dredge Operator; Dipper Dredge Crane man; Dual Purpose Truck (Boom, Winch, etc.); Mechanic-Welder; Pile Driver; Boom Tractor or Side Boom; Building Hoist (1, 2 or 3 drums); Cleaning and Priming Machine; Backfiller (throw bucket); Locomotive Engineer; Concrete Paver; Slip Form Paver; Caisson Augering Machines; Mucking Machine; Asphalt Heater Planer Unit; Laser Screed; Pug Mill; Concrete Conveyor or Pump (excluding truck-mounted); Mechanical loaded Log Chippers or similar machines; Group Equipment Greaser; off-road haul units; Pipe Bending; Automatic Curbing Machines; Blastholer; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screed Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Plant Operator; Boring Machine (Directional, Vertical, or Horizontal); Central Redi-Mix Plant Operator; Combination Backhoe Front End loader; Concrete Breaker or Hydro-Hammer (excluding walk-behinds); Concrete Wheel Saw (Large self-propelled - excluding walk-behinds); Crusher (Stone, Concrete, Asphalt, etc.); Curing-Tinning Machine; Excavator; Farm-Type Tractor Operating Scoop or Scraper with Power Attachment; Grader; Motor Grader; Motor Patrol; Auto Grader; Form Grader; Pull Grader; Sub Grader; Elevating Grader; Guard Rail Post Driver; Hoists; Hydraulic Dredge Leverman or Engineer; Hydro-Vac truck mounted or pull type, and similar equipment; Loader (Track, Rubber Tire, or Articulated); Milling Machine (excluding walk-behinds); Road Widener-Shoulder Spreader; Scraper (self-propelled); Self-propelled Roller or Tire Roller (on asphalt or Blacktop); Sheep Foot or Pad Foot Compactor (excluding walk-behinds); Steel Track-Type Tractor (Dozer, Push Cat, etc.); Transfer or Shuttle Buggy (excluding motorized wheel barrows and Georgia buggies); Trenching Machine (40 H.P. and over).

Class 2. Asphalt Booster; Fireman and Pump Operator at Asphalt Plant; Mud Jack; Farm-Type Tractor without Power attachment; Distributor; Straddle Carrier; Self-propelled Roller or Compactor (other than provided for in Class I); Pump Operator (more than one well-point pump); Trench Machine (under 40 H.P.); Forklift (less than 6,000 lb. capacity or working heights below 28 ft.); Conveyor over 20 H.P.; Air

Compressor (400 c.f.m. or over); Light Plant; Boiler (Engineer or Fireman); Mechanical Broom; Driver on Truck Crane or similar machines; Elevator (Permanent inside or Temporary outside); Grout Pump (excluding hose work).

Class 3. Oiler; Mechanic's Helper; Mechanical Heater (other than steam boiler); Small Outboard Motor Boat (Safety Boat and Life Boat); Engine Driven Welding Machine; skid steer.

Class 4. Leadman - Mechanic or Equipment Greaser.

Class 5. Track Excavator with Bucket (4 cubic yard and up to but not including 6 cubic yard).

Class 6. Track Excavator with Bucket (6 cubic yard and over).

Class 7. Truck mounted Concrete Conveyor or Pumps Extending to 90 ft. or more.

Class 8. Crane (Friction or Hydraulic, regardless of size or attachments); Tow or Push Boat.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate

supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

GENERAL PROVISIONS

1. Liquidated Damages: If the work, or any part thereof, is not completed with the time agreed upon in this contract, or any extension thereof, the Contractor shall be liable to the Owner in the amount of $100.00 per day for each and every calendar day the completion of the work is delayed beyond the time provided in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the Owner shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the Owner is insufficient to pay in full such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect payment in full of such liquidated damages.

2. Seasonal Weather: With approval of the Engineer, the Contractor may schedule and work on any contract item during the winter season without charge to performance item. If, for any reason, the Engineer suspends work on contract items so approved, the Contractor shall not be entitled to any adjustment in contract price or performance time because of such suspension. Work of any emergency, protective or maintenance nature may be performed at any time without prior approval of the Engineer.

3. Accident Prevention and Safety Measures: The Contractor shall comply with OSHA Part 1926, Construction Standards and Interpretations in effect on the date of issuance of the invitation for bids and with the Soil Conservation Supplement to OSHA Part 1926.

4. Performance of Work by Contractor: The Contractor shall perform on the site, and with his own organization, work equivalent to at least fifty percent (50%) of the total amount of work to be performed under the Contract. If, during the progress of the work hereunder, the Contractor requests a reduction in such percentage and the Engineer determines that it would be to the advantage of the Owner, the percentage of work required to be performed by the Contractor may be reduced with the written approval of the Engineer.

5. Contractor's Responsibility: That the Contractor shall abide by and comply with all applicable Local, State and Federal laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.

That the Contractor shall comply with and be bound by any applicable Local, State and Federal laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents or servants in any manner employed in connection with contracts involving public funds or the development of construction of public works, buildings or facilities.

That the Contractor shall abide by and comply with all applicable Local, State and Federal laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to, any and all applicable workmen's compensation acts or laws.

That the Contractor shall provide and furnish to the satisfaction of the Owner good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities any losses, costs or damages arising out of, or by virtue of said construction by the Contractor of the specified facilities, insuring, benefiting and protecting the Contracting Local Organization.

That the Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence or insurance, to indemnify, protect, defend at its own cost, and hold harmless the Owner and the Engineer from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction of the specified project.

6. Superintendence by Contractor: Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Sterling Park District and the Engineer, on the work at all times during working hours with full authority to act on the Contractor's behalf. All agreements, change orders, etc. agreed to by the Superintendent shall be final. In the event the Contractor fails to have a Superintendent on the job, he shall accept, as final, all quantities for payment as determined by the Engineer, and the Contractor shall waive all rights of recourse with the Sterling Park District and/or the Engineer. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

7. Progress Schedule: The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

8. Final Payment: After final inspection and acceptance by the Sterling Park District of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payments to the Contractor shall be made subject to his furnishing the Sterling Park District with a release in satisfactory form of all claims against the Sterling Park District arising under any by virtue of his Contract.

The Sterling Park District, before paying the final estimate, will require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The Sterling Park District, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Withholding of any amount due the Sterling Park District under "Liquidated Damages," shall be deducted from the final payment due the Contractor.

9. Claims for Extra Cost: If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Sterling Park District, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified, survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall at once be reported to the Sterling Park District and work shall not proceed except at the contractor's risk, until written instructions have been received by him from the Sterling Park District.

10. Technical Specifications and Drawings: Anything mentioned in the Technical specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Sterling Park District, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

11. Shop Drawings: All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Owner in three copies for approval sufficiently in advance of requirements to afford ample time for checking, including time of correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings has been approved.

If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Sterling Park District to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Sterling Park District under the Contract and surety bond or bonds."

12. Materials and Workmanship: Unless otherwise specifically provided for in the Technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

The Contractor shall furnish to the Sterling Park District for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

The Sterling Park District may require the Contractor to dismiss from the work such employee or employees as the Sterling Park District or the Engineer may deem incompetent, or careless, or insubordinate.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Sterling Park District, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

13. Care of Work: The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Sterling Park District.

The Contractor shall provide sufficient competent watchman, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Sterling Park District.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Sterling Park District from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Sterling Park District may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

14. Accident Prevention: No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of the applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Sterling Park District may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of the in the course of employment on work under the contract. The Contractor shall promptly furnish the Sterling Park District with reports concerning these matters.

The Contractor shall indemnify and save harmless the Sterling Park District and its authorized representatives from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

15. Sanitary Facilities: The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

16. Use of Premises: The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Sterling Park District, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

17. Removal of Debris, Cleaning, Etc.: The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Sterling Park District and existing State and Local regulations.

18. Inspection: All materials and workmanship shall be subject to inspection, examination, or test by the Sterling Park District and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Sterling Park District shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at one with the correction of rejected workmanship or defective material, the Sterling Park District may be contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Sterling Park District.

The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Sterling Park District will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

The Contractor shall notify the Sterling Park District sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Sterling Park District, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Sterling Park District.

Should it be considered necessary or advisable by the Sterling Park District at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Sterling Park District or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

19. Final Inspection: When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Sterling Park District in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Sterling Park District having charge of inspection. If the Sterling Park District determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

20. Deduction for Uncorrected Work: If the Sterling Park District deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Sterling Park District and subject to settlement, in case of dispute, as herein provided.

21. Warranty: All work included under this specification unless extended elsewhere herein, shall be guaranteed against defect in material and workmanship for a period of one (1) year from the date of final acceptance of the work as evidenced by the issuance of the Final Certificate of Payment and payment by the Owner. This guarantee and the repair and replacement obligations described below are in addition to and not in derogation of Owner's right to bring an action for any breach of this contract or other legal duty arising herefrom for the full period provided in Illinois Statutes.

Any defective work or material shall be replaced or corrected to the satisfaction of the Owner immediately upon notification by the Owner at no cost to the Owner. The guarantee of repair or replacement items shall be renewed for an additional one (1) year upon the completion of the repair or replacement.

Certain guarantees are required under various sections of the specifications. At the completion of the work, all such guarantees covering materials, workmanship, maintenance, etc. as specified, shall be secured from the various subcontractors and materialmen of the contractor, and forwarded to the Engineer, together with a letter addressed to the Owner summarizing the guarantees, stating the character of work, the subcontractor, name of material or equipment seller, period of guarantee and conditions of guarantee.

22. Indemnification: Claims, damages, losses and expenses as these words are used in this agreement shall be construed, but not limited to 1) injury or damages incurred upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants, or employees of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items or equipment; 2) all attorney's fees and costs incurred in bringing an action to enforce the provisions of this indemnity contained in this Agreement; and 3) time expended by the party being indemnified and their employees in the defense of any litigation covered by this indemnity provision, at their usual rates plus cost of travel, long distance calls and reproduction of documents.

SPECIAL PROVISIONS

INTENT

It is the intention of these specifications to describe the work involved to construct the parking spaces, HMA pedestrian path, P.C.C. sidewalk, storm drain, storm sewer and miscellaneous items in accordance with the plans and notes for this project.

All parts not specifically mentioned in the scope of these requirements which are necessary to provide the work as described shall be furnished and included by the successful bidder. Specifications referred to are the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 by the Illinois Department of Transportation.

EARTH EXCAVATION

This item shall include the removal and satisfactory disposal of all earth excavation for parking spaces, pedestrian path, P.C.C. sidewalk, tree and wooden fence posts designated to be removed, excess excavation shall be stockpiled on site, all timber fence posts shall be disposed offsite, and all other site items necessary to construct the project to the lines and grades as shown on the plans.

All labor, equipment and materials required to excavate, remove and dispose of these materials shall be included in the contractor's unit price bid per cubic yard for "EARTH EXCAVATION".

P.C.C. CURB & GUTTER, TYPE B6.12

This item shall include the placement of concrete curb and gutter both standard curb and inverted pan curb as shown on the plans along the east side of the new parking area. Any excavation required to place the curb shall be included in this item.

All labor, equipment and materials required to excavate for the curb, place the curb, and remove and dispose of all excavated material shall be included in the contractor's unit price bid per foot for "P.C.C. CURB & GUTTER, TYPE 6.12".

SEEDING, CLASS I COMPLETE

Topsoil shall be placed and graded to drain in all disturbed areas including but not limited to the areas where surface removal was completed, the areas behind the new concrete curb, and all areas disturbed in the areas where the P.C.C. sidewalk was constructed.

After the topsoil is placed and shaped, the contractor shall:

- Place Seeding, Class I in accordance with Section 250
- Fertilize in accordance with Section 250.04
- Mulch Method 3 in accordance with Section 251

All labor, equipment and materials required to grade the areas, furnish and place the seed, fertilizer and mulch shall be included in the contractors lump sum bid for "SEEDING, CLASS I COMPLETE".

EROSION CONTROL

This item shall be considered incidental and shall include all labor, equipment and materials necessary to provide silt fence around the project area as prudent and necessary.

P.C.C. SIDEWALK SPECIAL – 5"

This item shall include all labor, materials and equipment necessary to construct the new sidewalk and aggregate base as detailed. In the area where the sidewalk is adjacent to the existing building, the contractor shall drill into the masonry #4 bars 36" long @ 24" cts to keep the sidewalk from settling. Extend rebar 3" into masonry. Full width detectable warning plates shall be placed as shown and included in this pay item.

All labor, materials and equipment necessary to construct the sidewalk special in accordance with the plans and these specifications shall be included in the contractors unit price bid per square foot for "P.C.C. SIDEWALK SPECIAL – 5".

INLET TYPE A

This item shall include the installation of a 2'diameter precast concrete inlet along with a NEENAH R-4340-B grate at the rim elevation shown. Inlet shall be in accordance with IDOT Highway Standard 602301-03.

All labor, materials and equipment necessary to furnish and install this inlet shall be included in the contractors bid per each for "INLET TYPE A".

AG LIME

This item shall include the excavation, furnishing and placing of 6" compacted AG Lime to the limits as shown on the plans.

All labor, materials and equipment necessary to construct the AG Lime area as shown should be included in the contractors unit price bid per ton for "AG LIME".

PROPOSAL

TO THE OWNER, THE STERLING PARK DISTRICT Leland Murray

1. Proposal of Murray & Sons Excavating, Inc.
(Name and Address of Bidder)
21304 Mathew Rd. Sterling, IL 61081

for the Sitework Improvements at Gartner Park.

2. The plans for the proposed improvement are those prepared by:

Wendler Engineering Services, Inc.
698 Timber Creek Road
Dixon, IL 61021

Which plans are designated as: "Construction Plans of Gartner Park Improvements" which covers the work described herein.

The specifications herein referred to are the included specifications and the "Standard Specifications for Road and Bridge Construction", adopted by the Illinois Department of Transportation on January 1, 2012.

3. The undersigned firm certifies and declares that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or Sterling Park District, nor has the firm made an admission of guilt or such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

4. The undersigned further declares that he has carefully examined the proposal, Plans and specifications, Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding same.

5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to furnish all of the materials specified in the contract, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease, and he will take payment in full as specified in Article 109 of the Standard Specifications for Road and Bridge Construction unless specified herein.

7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increase or decreased at the unit price bid for each item.

8. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen (15) percent, the actual cost to be determined as provided in the I.D.O.T. Construction Manual.

9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within ten (10) calendar days after the date of Notice of the Award of Contract to him.

10. The undersigned further agrees that he and his surety will execute and present within ten (10) calendar days after the date of Notice of the Award of Contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the equal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

Bond No. N/A

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Murray & Sons Excavating, Inc

as Principal hereinafter called the Principal, and Old Republic Surety

a corporation duly organized under the laws of the state of Iowa as Surety, hereinafter called the Surety, are held and firmly bound unto Sterling Park District, Sterling, IL

as Obligee, hereinafter called the Obligee, in the sum of 5% of total bid

Dollars ($ 5% of total bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Gartner Park site improvements including storm drain, excavation and placement of aggregate base, concrete curb & gutter, HMA surfacing and P.C.C. sidewalk

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of September , 2013

Witness

Murray & Sons Excavating, Inc
Principal (Seal)

By: Nancy Murray Sec.
Name/Title

Witness

Old Republic Surety
Surety

By:
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 21328 (5/97)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

LYNN M. CASSENS, ROBERT M. HAWKINS, BRIAN S. HAWKINS, TABITHA L. WALKER, OF STERLING, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20TH day of AUGUST, 2012.

OLD REPUBLIC SURETY COMPANY

Phyllis M Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 20TH day of AUGUST, 2012, personally came before me, Gerald C. Leach and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3733

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 10TH day of SEPTEMBER 2013

Assistant Secretary

HAWKINS-CASSENS INSURANCE, LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC #22851

11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion time is an essential part of the contract. The undersigned agrees to complete the work by **Friday, November 15, 2013**, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or with such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and supervisions, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

12. Accompanying this proposal is a bank draft, bank cashier's check, bid bond, unconditional and irrevocable letter of credit or certified check in the amount of 5% of the bid, complying with the requirements of the specifications, made payable to" THE STERLING PARK DISTRICT. The amount of the check or draft is

_____($_____)

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

ATTACH LETTER OF CREDIT, BANK DRAFT, CASHIER'S CHECK, BID BONDS OR CERTIFIED CHECK HERE.

13. The bidder agrees to perform all of the work described in the specifications and shown on the plans including all materials, labor, and equipment necessary to be in accordance with the intent of the plans and specifications.

SCHEDULE OF BID

REVISED 9/5/2013

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
BASE BID				
1. Earth Excavation	600	Cu Yd	23.00	13,800.00
2. PCC Curb & Gutter, Ty. B6.12	385	Foot	33.00	12,705.00
3. Aggregate Base Course, CA-01	184	Ton	15.50	2,852.00
4. Aggregate Base Crse, Ty B, CA-06	398	Ton	16.00	6,368.00
5. Bituminous Materials (Prime Coat)	392	Gal	5.25	2,058.00
6. HMA Binder Course	62	Ton	95.00	5,890.00
7. HMA Surface Course	89	Ton	95.00	8,455.00
8. PCC Sidewalk Special – 5"	6894	Sq Ft	7.00	48,258.00
9. AG Lime	84	Ton	14.00	1,176.00
10. Inlet Type A	1	Each	500.00	500.00
11. Storm Sewer – 8" PVC SDR 35	64	Foot	28.00	1,792.00
12. Seeding, Class I Complete	1	L Sum	3,500.00	3,500.00
TOTAL BID				107,354.00

Respectfully Submitted: Murray & Sons Excavating, Inc

Leland Murray
Name Title

21304 Mathew Rd Sterling IL 61081
Address

9-11-13
Date

Attest: Nancy Murray

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 20___, between the Sterling Park District acting by and through its Agents or Representatives known as the party of the first part, and _____, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents the party of the second park agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described and in full compliance with all of the plans of the agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, General Provisions, Special Provisions, Applicable Permits & Permit Conditions, Proposal and Contract Bond hereto attached, and the plans for reconstruction of a parking lot work are all essential documents of this contract and are a part thereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

For the Owner
Party of the First Part

_____

For the Contractor
Party of the Second Part by

_____
(TITLE)

(If a Corporation)

Corporate Name _____

_____

By _____

President, Party of the Second Part

Attest:

_____(Clerk or Notary Public)
Owner's name

(If a Co-Partnership)

_____(SEAL)

_____ _____(SEAL)
Secretary
(Corporate Seal) _____(SEAL)

OLD REPUBLIC

Old Republic Surety Company

PERFORMANCE AND PAYMENT BOND

Bond No. 2133427

KNOW ALL MEN BY THESE PRESENTS:

That Murray & Sons Excavating, Inc as Principal, and

Old Republic Surety Company as Surety, are held and firmly bound unto Sterling Park District,

1913 Third Avenue, Sterling, IL 61081 as Obligee, in the full and just sum

of One Hundred Seven Thousand Three Hundred Fifty Four and 00/100 Dollars ($ 107,354.00), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs. executors. administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated September 23, 2013 with the Obligee for

Gartner Park site improvements including storm drain, excavation and placement of aggregate base, concrete curb & gutter, HMA surfacing

and P.C.C. sidewalk

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, Therefore, The Condition Of This Obligation Is Such, that if the Principal shall faithfully perform said contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said contract shall have a direct right of action under this bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of which Principal ceased work on said contract. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

Signed, sealed and dated this 23rd day of September 20 13 ,

Diana Johnson
(Witness)

Murray & Sons Excavating, Inc
(Principal) (Seal)

By Nancy M. Murray - Secretary
(Title)

Old Republic Surety Company
(Surety)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

By Lynn M. Carlson
Attorney-in-Fact

ORSC 22112 (6-93)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

LYNN M. CASSENS, ROBERT M. HAWKINS, BRIAN S. HAWKINS, TABITHA L. WALKER, OF STERLING, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20TH day of AUGUST, 2012.

OLD REPUBLIC SURETY COMPANY

Phyllis M Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Gerald C. Leach
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 20TH day of AUGUST, 2012, personally came before me, Gerald C. Leach and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3733

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 23RD day of SEPTEMBER 2013

Jane E. Kenney
Assistant Secretary

HAWKINS-CASSENS INSURANCE, LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ORSC 2282 (5-10)

RSC #22851