

**SPECIFICATIONS FOR
SITE IMPROVEMENTS AT
THOMAS PARK**

**STERLING PARK DISTRICT
STERLING, ILLINOIS**

BID ITEM: EXCAVATING POND

**BID LETTING DATE: 3:00 P.M., THURSDAY
APRIL 16, 2015**

DATE OF COMPLETION: Friday, May 29, 2015

INDEX OF SHEETS

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NOTICE TO CONTRACTORS

Notice is hereby given that the Sterling 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, April 16, 2015 for the pond excavation at Thomas Park. This project involves the excavation of material from the Thomas Park pond and placement of this material on site for dewatering. 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 excavate Thomas Park Pond to the lines and grades as shown on the plans, load and transport this material to the designated storage site as shown on the plans, provide and install erosion control around the pond and storage area as shown on the plans, final grade, shape and seed the disturbed area around Thomas Park Pond, remove erosion control around the storage area. All removal, transporting and placing of all materials in the designated storage area, final shaping and seeding shall be 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, April 16, 2015, 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 EXCAVATION OF THE THOMAS PARK POND.**

2. Description of Work

The project includes all labor, materials and equipment necessary to excavate Thomas Park Pond to the lines and grades as shown on the plans, load and transport this material to the designated storage site as shown on the plans, provide and install erosion control around the pond and storage area as shown on the plans, final grade, shape and seed the disturbed area around Thomas Park Pond, remove erosion control around the storage area.

All work and miscellaneous items shall be 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 April 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, May 29, 2015. 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 March 2015

(See explanation of column headings at bottom of wages)

Trade Name	RS	TY	C	Base	PMAN	K-E	>S	OSA	OSH	H/W	Penalt	Var	Trng
ASBESTOS ABT-GEN				BLD	31.620	32.620	1.5	1.5	2.0	8.340	13.72	0.000	0.800
ASBESTOS ABT-MEC				BLD	21.500	22.500	1.5	2.0	2.0	6.500	4.250	0.000	0.650
BOILERMAKER				BLD	36.750	39.750	2.0	2.0	2.0	7.070	15.84	0.000	0.350
BRICK MASON				BLD	37.050	39.800	1.5	1.5	2.0	8.330	12.57	0.000	0.640
CARPENTER				BLD	32.040	35.560	1.5	1.5	2.0	9.430	14.87	0.000	0.600
CARPENTER				HWY	37.330	38.980	1.5	1.5	2.0	11.00	14.00	0.000	0.490
CEMENT MASON				ALL	33.500	36.250	1.5	1.5	2.0	8.600	15.47	0.000	0.500
CERAMIC TILE FINISHER				BLD	32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560
COMMUNICATION TECH	E			BLD	36.440	40.080	1.5	1.5	2.0	10.39	12.09	0.000	0.740
ELECTRIC PWR EQMT OP				ALL	0.000	0.000	0.0	0.0	0.0	0.000	0.000	0.000	0.000
ELECTRIC PWR EQMT OP				HWY	39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR EQMT OP	E			HWY	30.350	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.400
ELECTRIC PWR GNDMAN				ALL	29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GNDMAN				HWY	0.000	0.000	0.0	0.0	0.0	0.000	0.000	0.000	0.000
ELECTRIC PWR LINEMAN				ALL	45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.430
ELECTRIC PWR LINEMAN	E			HWY	46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRF DRV				ALL	39.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRF DRV				HWY	31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRIC PWR TRF DRV	E			HWY	31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN	E			BLD	42.960	47.260	1.5	1.5	2.0	10.39	17.47	0.000	0.860
ELECTRICIAN	W			BLD	33.000	35.000	1.5	1.5	2.0	7.490	11.43	0.000	0.310
ELECTRONIC SYS TECH	W			BLD	24.490	26.240	1.5	1.5	2.0	7.270	5.780	0.000	0.310
ELEVATOR CONSTRUCTOR				BLD	49.470	45.530	2.0	2.0	2.0	13.57	14.21	3.240	0.600
GLAZIER				BLD	23.070	24.570	1.5	1.5	2.0	6.940	6.520	0.000	0.410
HY/FROST INSULATOR				BLD	29.830	31.030	1.5	1.5	2.0	6.130	12.05	0.000	0.900
IRON WORKER	E			ALL	36.290	38.100	2.0	2.0	2.0	8.640	22.69	0.000	0.500
IRON WORKER	W			ALL	29.750	32.130	1.5	1.5	2.0	9.390	11.53	1.300	0.690
LABORER				BLD	31.620	32.620	1.5	1.5	2.0	8.240	13.72	0.000	0.800
LABORER				HWY	36.300	37.850	1.5	1.5	2.0	8.240	13.72	0.000	0.800
LABORER, SKILLED				HWY	38.900	39.650	1.5	1.5	2.0	8.240	13.72	0.000	0.800
LATHER				BLD	32.040	35.560	1.5	1.5	2.0	9.430	14.87	0.000	0.600
MACHINIST				BLD	44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.600
MARBLE FINISHERS				BLD	32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560
MARBLE MASON				BLD	35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590
MILLWRIGHT				BLD	36.120	39.730	1.5	1.5	2.0	9.420	14.30	0.000	0.500
OPERATING ENGINEER	E			BLD 1	42.800	46.800	2.0	2.0	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			BLD 2	42.100	46.800	2.0	2.0	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			BLD 3	39.650	46.800	2.0	2.0	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			BLD 4	37.650	46.800	2.0	2.0	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			BLD 5	46.550	46.800	2.0	2.0	2.0	17.10	11.05	0.000	1.300
OPERATING ENGINEER	E			BLD 6	45.800	46.800	2.0	2.0	2.0	17.10	11.05	0.000	1.300
OPERATING ENGINEER	E			BLD 7	42.800	46.800	2.0	2.0	2.0	17.10	11.05	0.000	1.300
OPERATING ENGINEER	E			HWY 1	42.650	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			HWY 2	42.100	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			HWY 3	40.800	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			HWY 4	39.350	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			HWY 5	37.900	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			HWY 6	45.650	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	E			HWY 7	45.650	46.650	1.5	1.5	2.0	17.10	11.05	2.350	1.300
OPERATING ENGINEER	W			BLD 1	31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			BLD 2	28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			BLD 3	27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			BLD 4	31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			BLD 5	31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			BLD 6	32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			BLD 7	32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			HWY 1	31.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			HWY 2	28.350	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			HWY 3	27.300	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			HWY 4	31.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	W			HWY 5	31.750	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900

OPERATING ENGINEER	N	HWY 6	32.250	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	N	HWY 7	31.500	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
OPERATING ENGINEER	N	HWY 8	32.000	33.000	1.5	1.5	2.0	16.10	8.650	2.000	0.900
PAINTER		ALL	27.820	28.820	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER OVER 30FT		ALL	28.820	30.620	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PAINTER FOR EQMT		ALL	28.320	29.320	1.5	1.5	1.5	5.250	6.600	0.000	0.600
PILEDRIVER		BLD	33.040	36.670	1.5	1.5	2.0	9.430	14.87	0.000	0.600
PILEDRIVER		HWY	37.230	38.980	1.5	1.5	2.0	11.00	14.00	0.000	0.400
SIEDEFITTER		ALL	36.900	40.590	1.5	1.5	2.0	8.900	12.65	0.000	1.100
PLASTERER		BLD	34.280	37.710	1.5	1.5	2.0	9.950	12.55	0.000	0.500
PLUMBER		ALL	36.900	40.590	1.5	1.5	2.0	9.900	12.65	0.000	1.100
ROOFER		BLD	40.100	43.100	1.5	1.5	2.0	9.000	10.54	0.000	0.500
SHRETMETAL WORKER		BLD	37.530	40.210	1.5	1.5	2.0	6.000	16.93	0.520	0.290
SPRINKLER FITTER		BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.600	0.000	0.350
STONE MASON		BLD	37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640
STUCCO FINISHER		ALL	36.830	39.580	1.5	1.5	2.0	8.240	12.84	0.000	0.800
TERRAZZO FINISHER		BLD	32.850	35.600	1.5	1.5	2.0	8.600	5.210	0.000	0.560
TERRAZZO MASON		BLD	35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590
TILE LAYER		BLD	32.040	35.560	1.5	1.5	2.0	9.430	14.87	0.000	0.600
TILE MASON		BLD	35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590
TRUCK DRIVER		ALL 1	32.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		ALL 2	33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		ALL 3	33.700	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		ALL 4	34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		ALL 5	34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		OAC 1	26.400	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		OAC 2	26.980	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		OAC 3	26.960	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		OAC 4	27.210	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER		OAC 5	27.920	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TUCKPOINTER		BLD	37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640

Legend:

No Overtime
 ITD (Trade Type - All, Highway, Building, Flooring, Oil & Gas, Rivers)
 O (Overtime)
 BWD (Base Wage Rate)
 OADR (Overtime Rate)
 M-THS (if required for any other greater than 8 hours each day, Mon through Fri.)
 OSA (Overtime 15% is required for every hour worked on Saturday)
 ODR (Overtime 15% is required for every hour worked on Sunday and Holidays)
 B-W (Health & Welfare Insurance)
 PERS (Pension)
 VET (Veterans)
 TRIP (Traveling)

Explanations

WHITESIDE COUNTY

ELECTRICIAN AND COMMUNICATION TECHNICIAN(EAST) - Townships of Geneseo, Jordan, Hopkins, Starling, Hume, Montgomery, Tampico, and Mahanaim.

ELECTRONIC SYSTEMS TECHNICIAN (WEST) - Portion west of Geneseo, 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 men on chip spreaders, cession workers plus depth, gunite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chain saw operators, jackhammer and drill operators, layout men 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 scalesmen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coating 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, refussing 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.

MATERIAL TESTER/INSPECTOR I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER/INSPECTOR II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING (East)

Class 1. Asphalt Plant; Asphalt Spreader; Autograder; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Pigs; Central Bedi-Max Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 275 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; Cretex Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front End-loader 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; Rock Mill Grinders; 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. Gravel

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION (East)

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABC Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Radi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachment); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 275 cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Cretor Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dragages; 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 75 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 (Bagband 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 Cusp; Ejection Pump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum

Sulzer 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 Sheep's 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-Blasters; 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; Hocking 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 26 ft. and above); Chip Spreader; Straddle Carrier; Asphalt Paver; Asphalt Plant Operator; Boxing Machine (Directional, Vertical, or Horizontal); Central Feed-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-Tinting 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 Lifterman 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 (Doser, 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 1); 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; Carison Augering Machine; Macking 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; Blastoler; Self-propelled Rotary Drill or similar machines; Work Boat; Combination Concrete Finishing Machine and Float; Asphalt Paver Screen Operator; Forklift (6,000 lb. cap. or over or working heights above 28 ft.); Chip Spreader; Asphalt Paver; Asphalt Flat Operator; Spring Machine (Directional, Vertical, or Horizontal); Central Bed-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 Locomotive 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 (Doser, 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 1); 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector 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 IBOC 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 excavate Thomas Park Pond to the lines and grades as shown on the plans, load and transport this material to the designated storage site as shown on the plans, provide and install erosion control around the pond and storage area as shown on the plans, final grade, shape and seed the disturbed area around Thomas Park Pond, remove erosion control around the storage area along with 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. Pay items not described here are covered by the Standard Specifications for Road and Bridge Construction. 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 earth excavation in the pond to the lines and grades as shown on the plans and the loading and transporting of this excavation to the designated storage area north of the tennis courts.

All earth excavation shall be accomplished by an excavator or backhoe. **A BULLDOZER SHALL NOT BE USED ON THIS PROJECT AND SHALL NOT BE BROUGHT ON TO THE CONSTRUCTION SITE.**

The excavated material shall be transported to the designated storage area and stockpiled for dewatering. The contractor shall limit all hauling operations to the designated haul lane as shown on the plans. There may be some small brush and one or two trees that will have to be removed for the haul road. Sterling Park District will designate which brush and trees will be removed and the contractor will be responsible to remove and dispose of the brush and trees that will have to be removed. The existing inlet and outlet pipes to the pond shall not be disturbed nor shall any trees or shrubs around the pond.

All labor, equipment and materials required to excavate the pond to the lines and grades as shown on the plans, transport this material to the designated storage area for dewatering, remove and dispose of any brush and trees as designated by the Park District necessary to construct the haul road as located on the plans shall be included in the contractor's unit price bid per cubic yard for "EARTH EXCAVATION".

PROPOSAL

TO THE OWNER, THE STERLING PARK DISTRICT

1. Proposal of Stichter Const. Co. Inc.
(Name and Address of Bidder)
9680 Lyman Rd. Erie IL 61250

for the Improvements at Thomas 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 for Site Improvements at Thomas Park" 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.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 257556

KNOW ALL MEN BY THESE PRESENTS, that we Stichter Construction Company, Inc.

9680 Lyman Road, Erie, IL 61250

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
2100 Fleur Drive Des Moines, IA 50321-1158

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

1913 3rd Ave; Sterling, IL 61081

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

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

WHEREAS, the Principal has submitted a bid for Excavating Pond Site Improvements At Thomas Park Sterling,
Illinois

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 materials 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 15th day of April 2015 XXX

Stichter Construction Company, Inc.

Teresa M Hutton



(Witness)

[Signature] (Principal) (Seal)

[Signature] (Title)

Merchants Bonding Company (Mutual)

[Signature] (Surety) (Seal)

[Signature] (Title)
Christopher L Lyons Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: 257556

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Christopher L Lyons

of **Bettendorf** and State of **IA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Three Million (\$3,000,000.00) Dollars

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



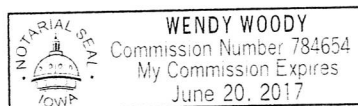
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2015



William Warner Jr.
Secretary

POA 0014 (7/14)

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, May 29, 2015**, 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

Bid Bond (\$ _____)

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

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1. Earth Excavation	7378	Cu Yd	10.80	79,682.40
2. Silt Fence	1130	Foot	5.00	5,650.00
3. Erosion Control Blanket	1083	Sq Yd	9.00	9,747.00
4. Aggregate Base Course CA02	526	Sq Yd	17.50	9,205.00
5. Seeding	1	L Sum	5,000.00	5,000.00
TOTAL			109,284.40	

Respectfully Submitted:

F. Allan Stettin Pres.
Name Title

9680 Lyman Rd. Erie IL 61250
Address

4/16/15
Date

Attest: Doreen L. Stettin

CONTRACT

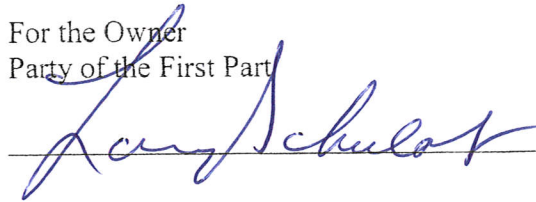
1. THIS AGREEMENT, made and concluded this ____ day of _____, 20____, between the Sterling Park District acting by and through its Agents or Representatives known as the party of the first part, and _____, his/their executors, administrators, successors or assigns, known as the party of the second part.

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.

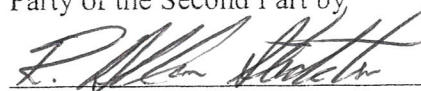
3. And it is also understood and agreed that the Notice to Contractors, General Provisions, Special Provisions, Applicable Permits & Permit Conditions, Proposal and Contract Bond hereto attached, and the plans for site work improvements are all essential documents of this contract and are a part thereof.

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

 Pres.

(TITLE)

(If a Corporation)

Corporate Name Stichter Const. Co. Inc.

By R. M. Stichter

President, Party of the Second Part

Attest:

Teresa M. Hutton (Clerk or Notary Public)
Owner's name



Secretary
(Corporate Seal)

(If a Co-Partnership)

_____(SEAL)

_____(SEAL)

_____(SEAL)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No.: ILC 45142

KNOW ALL MEN BY THESE PRESENTS: that Stichter Construction Company, Inc.
(Here insert full name and address or legal title of Contractor)

9680 Lyman Road, Erie, IL 61250

as Principal, hereinafter called Contractor, and, Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive Des Moines, IA 50321-1158

as Surety, hereinafter called Surety, are held and firmly bound unto Sterling Park District
(Here insert full name and address or legal title of Owner)

1913 3rd Ave, Sterling, IL

as Obligee, hereinafter called Owner, in the amount of One Hundred Nine Thousand Dollars

Dollars (\$ \$109,000.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Stichter Construction Company, Inc.

Contractor has by written agreement dated April 24, 2015 , entered into a contract with Owner for
Excavating Pond Site Improvements At Thomas Park, Sterling, Illinois

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of

completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 28th day of April 2015

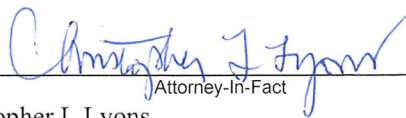
PRINCIPAL:

Stichter Construction Company, Inc.



Allan Stichter

SURETY: Merchants Bonding Company (Mutual)


Attorney-In-Fact

Christopher L Lyons

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

Bond No.: ILC 45142

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Stichter Construction Company, Inc.
(Here insert full name and address or legal title of Contractor)

9680 Lyman Road, Erie, IL 61250

as Principal, hereinafter called Principal, and Merchants Bonding Company (Mutual)
(Here insert full name and address or legal title of Surety)
2100 Fleur Drive Des Moines, IA 50321-1158

as Surety, hereinafter called Surety, are held and firmly bound unto Sterling Park District
(Here insert full name and address or legal title of Owner)

1913 3rd Ave, Sterling, IL

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred Nine Thousand Dollars

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$109,000.00).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Stichter Construction Company, Inc.

Principal has by written agreement dated April 24, 2015, entered into a contract with Owner for
Excavating Pond Site Improvements At Thomas Park, Sterling, Illinois

in accordance with Drawings and Specifications prepared by
(here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, post-

age prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

28th

day of

April

2015

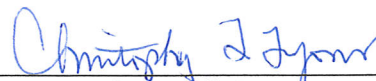
PRINCIPAL:

Stichter Construction Company, Inc.



Allan Stichter

SURETY: Merchants Bonding Company (Mutual)



Attorney-In-Fact
Christopher L Lyons

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: ILC 45142

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Christopher L Lyons

of **Bettendorf** and State of **IA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



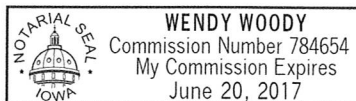
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of April, 2015.



William Warner Jr.
Secretary