

**Construction Contract Specifications
and Special Provisions**

for

**SECTION 4 OF HOOVER PARK TO
SVCC SHARED-USE PATH**


STERLING PARK DISTRICT

STERLING, ILLINOIS

BID LETTING DATE: 10:30 A.M., on
September 6, 2023

DATE OF COMPLETION: September 15, 2024

APPROVED BY:


Larry Schuldt - Executive Director
Sterling Park District

10/20/23
Date

Prepared by:

**Willett Hofmann & Associates
698 Timber Creek Road
Dixon, IL 61021
815.288.2261**

INDEX OF SHEETS

| <u>INDEX</u> | <u>PAGE NO.</u> |
|------------------------------------------------|------------------------|
| NOTICE TO CONTRACTORS | 1 |
| SCOPE OF WORK | 2 |
| PROPOSAL | 3 |
| SCHEDULE OF BID | 6 |
| CONTRACT | 8 |
| SPECIAL PROVISIONS | 10 |
| GENERAL PROVISIONS | 20 |
| SPECIAL PROVISIONS FOR EMPLOYMENT PRACTICES | 32 |
| IDOT HIGHWAY STANDARDS | 34 |

NOTICE TO CONTRACTORS

Notice is hereby given that the Sterling Park District, will receive bids at the office of the Director of Parks and Planning 1913 3rd Avenue, Sterling, Illinois 61081 until 10:30 a.m., September 6, 2023, for the construction of Section 4 of Hoover Park to Sauk Valley Community College Shared-Use Path. This project involves construction of PCC sidewalk, earth excavation, precast concrete box culvert, HMA paving, and associated items. 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 Willett Hofmann & Associates, 698 Timber Creek Road, Dixon, Illinois 61021, phone 815-288-2261. No duplication of these forms will be allowed. All contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act 820ILCS 130/0.01, as amended. Proposal guarantee and contract bonds are required. Only contractors that are prequalified in specialized categories with the Illinois Department of Transportation are eligible to submit a bid.

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 general intent of this project is to construct a multi-use trail at the locations indicated. Work will include earth excavation, mass grading, construction of pavements, PCC sidewalk, pipe culverts, and precast concrete box culverts. Work will also include seeding and other associated items. All removal, furnishing, transporting and placing of materials to the thickness and shape as shown on the plans, cleanup and incidental related items will be required of the contractor and included in the contractors bid price.

All work shall be completed in accordance with the terms and conditions of the ordinances of Sterling Park District and Sterling Township, including 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 Engineer does not warrant or guarantee the correctness of the location of existing utility lines and site features as furnished by others. 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.

The Contractor must follow OSHA and ComEd's safety precautions when working in the vicinity of the electric transmission cables.

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

PROPOSAL

TO THE OWNER, THE STERLING PARK DISTRICT

1. Proposal of Porter Brothers Construction, Inc.
(Name and Address of Bidder)

9904 Freeport Road Rock Falls, IL. 61071

for Section 4, Hoover Park to SVCC Shared-Use Path.

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

Willett Hofmann & Associates
698 Timber Creek Road
Dixon, IL 61021

Which plans are designated as: "Hoover to SVCC Shared-Use Path, Section 4", 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, 2022.

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.
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 **September 15, 2024**, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. Notwithstanding the completion date, the owner expects the contractor to remain on the project once he begins the work and work diligently to an earlier completion date, if possible. Extended periods of inactivity on the project is discouraged and will result in unfavorable consideration by the owner for future work. 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 "STERLING PARK DISTRICT". The amount of the check or draft is

_____ (\$ _____)

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

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

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.

August 17, 2023

SCHEDULE OF BID

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|-----------------------------------------------------|-------|----------|-------------|-------------|
| EARTH EXCAVATION | CU YD | 4407 | \$10.25 | \$45,171.75 |
| REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | CU YD | 1200 | \$23.25 | \$27,900.00 |
| SEEDING CLASS 2 (SPECIAL) | ACRE | 4.97 | \$2,390.00 | \$11,878.30 |
| POROUS GRANULAR EMBANKMENT | CU YD | 7.1 | \$136.00 | \$968.60 |
| MULCH METHOD 2 | ACRE | 4.97 | \$2,200.00 | \$10,934.00 |
| PERIMETER EROSION BARRIER | FOOT | 2820 | \$2.90 | \$8,178.00 |
| INLET & PIPE PROTECTION | EACH | 5 | \$251.00 | \$1,255.00 |
| STONE RIPRAP, CLASS A4 | SQ YD | 44 | \$51.25 | \$2,256.00 |
| FILTER FABRIC | SQ YD | 44 | \$5.20 | \$228.80 |
| BREAKER RUN CRUSHED STONE | TON | 2450 | \$23.00 | \$56,350.00 |
| COARSE AGGREGATE BASE CA 02 | TON | 2397 | \$22.60 | \$55,932.60 |
| AGGREGATE BASE COURSE, TYPE B | TON | 1299 | \$22.60 | \$29,227.60 |
| AGGREGATE SURFACE COURSE, TYPE B | TON | 120 | \$26.75 | \$3,210.00 |
| BITUMINOUS MATERIALS (PRIME COAT) | POUND | 15478 | \$0.01 | \$154.78 |
| HOT MIX ASPHALT SURFACE COURSE, IL 9.5, MIX D, N 50 | TON | 557 | \$109.00 | \$60,713.00 |
| WELDED WIRE REINFORCEMENT | SQ YD | 22.2 | \$28.25 | \$627.15 |
| PORTLAND CEMENT CONCRETE SIDEWALK 7" | SQ FT | 200 | \$16.25 | \$3,250.00 |
| DETECTABLE WARNINGS | SQ FT | 40 | \$49.00 | \$1,960.00 |
| PIPE CULVERT REMOVAL | FOOT | 16 | \$68.00 | \$1,088.00 |
| PRECAST CONCRETE BOX CULVERTS 6'x3' | FOOT | 21.3 | \$727.00 | \$15,488.10 |
| PIPE CULVERTS, CLASS D, TYPE 1, 15" | FOOT | 130 | \$46.00 | \$6,900.00 |
| PIPE CULVERTS, CLASS D, TYPE 1, 24" | FOOT | 62 | \$64.76 | \$3,994.60 |
| PRECAST BOX CULVERT END SECTIONS | EACH | 2 | \$5,750.00 | \$11,500.00 |
| TRAFFIC CONTROL | LS | 1 | \$12,800.00 | \$12,800.00 |

STERLING PARK DISTRICT
HOOVER TO SVCC PATH
SECTION 4

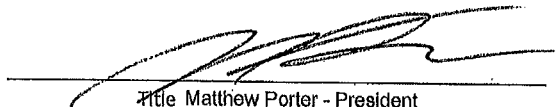
August 17, 2023

| | | | | |
|--------------------------------|---------|-------|---------|--------------|
| SIGN PANEL TYPE 1 | SQ. FT. | 39.75 | \$44.00 | \$1,749.00 |
| TELESCOPING STEEL SIGN SUPPORT | FOOT | 154 | \$17.76 | \$2,733.50 |
| TOTAL | | | | \$373,934.38 |

* Contingency Pay Items

Respectfully Submitted:

Name


Title Matthew Porter - President

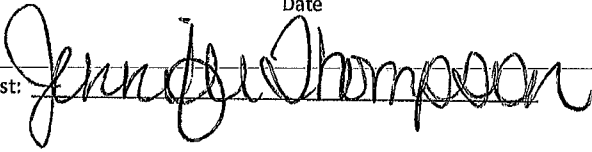
9904 Freeport Road Rock Falls, IL. 61071

Address

9/05/2023

Date

Attest:



CONTRACT

1. THIS AGREEMENT, made and concluded this 9th day of _____, 2023, between the Sterling Park District acting by and through its Agents or Representatives known as the party of the first part, and Porter Brothers Construction, Inc., 9904 Freeport Road, Rock Falls, IL 61071, 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.

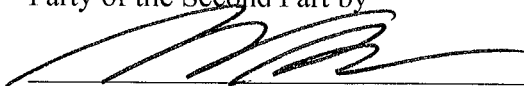
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

For the Owner
Party of the First Part



Larry Schuldt, Executive Director

For the Contractor Porter Brothers Construction, Inc.
Party of the Second Part by

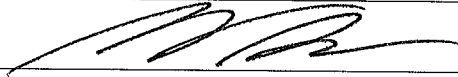


Matthew Porter.

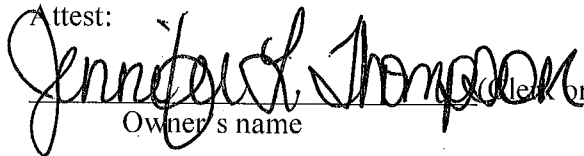
(If a Corporation)

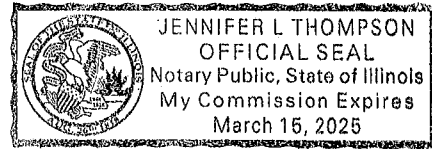
Corporate Name Porter Brothers Construction, Inc.

9904 Freeport Road Rock Falls, IL. 61071

By 

President, Party of the Second Part

Attest:

Owner's name (Clerk or Notary Public)



(If a Co-Partnership)

Secretary
(Corporate Seal)

(SEAL)

(SEAL)

(SEAL)

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
PORTER BROTHERS CONSTRUCTION, INC.
9904 Freeport Rd
Rock Falls, IL 61071

OWNER:
(Name, legal status and address)
Sterling Park District
1913 3rd Ave
Sterling, IL 61081

CONSTRUCTION CONTRACT
Date: 10/09/2023

Amount: \$373,934.38

Description:
(Name and location)
Bike Path Phase 2

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: 10/12/2023
(Not earlier than Construction Contract Date)

Amount: \$373,934.38

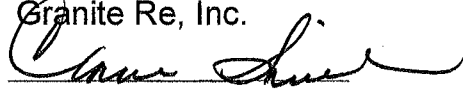
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
PORTER BROTHERS CONSTRUCTION, INC.

Signature: 
Name: **Matthew Porter**
and Title: **President**

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 
and Title: **Connie Smith, Attorney-in-fact**

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:
J. Ryan Bonding, Inc.
2920 Enloe St., Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Willet, Hofmann & Associates, Inc.
698 Timber Creek Rd
Dixon, IL 61021

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: **None**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

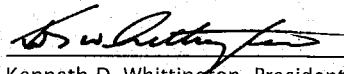
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

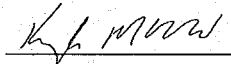
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





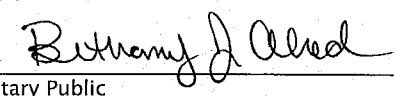
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

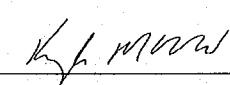
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 12 day of Oct, 20 23





Kyle P. McDonald, Assistant Secretary



Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Hoover to SVCC shared use path – Section 4, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

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 10:30 a.m., September 6, 2023, and then at that time 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 SECTION 4 OF HOOVER TO SVCC SHARED-USE PATH.**

2. LOCATION OF PROJECT

The project is located in an easement between River Road and 43rd Avenue, near the City of Sterling, Whiteside County, Illinois, commencing near the intersection of John Wayne Road and River Road.

3. DESCRIPTION OF WORK

The project includes all labor, materials and equipment necessary to construct the PCC sidewalk, shared use path, pipe culverts, and precast concrete box culverts. Work will also include seeding, signage, traffic control and other associated items.

All construction shall be performed in accordance with the plans and notes for this project.

4. 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.

5. QUALIFICATIONS OF BIDDER

Only those contractors who are prequalified with the Illinois Department of Transportation for this specialized type of work are eligible to be awarded this project. 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.

6. 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.

7. 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 the decision to award will be made within 30 days of the letting.

8. 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.

9. TIME OF COMPLETION

All work required under this contract shall be fully complete by September 15, 2024. Completion date shall be that as defined in Article 108.05 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2022.

10. 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.

11. 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.

12. 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.

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 in the full amount of the contract from his insurance/bonding company within 15 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. 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:

Jana Jacobs
Business/Maintenance Manager
Sterling Park District
1913 3rd Avenue
Sterling, IL 61081
815-622-6200

19. EMPLOYMENT AND PREVAILING WAGE LAWS

To the extent required by law, Contractor shall comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft

or type of worker or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work (including, but not necessarily limited to Prevailing Wage Act 820 ILCS 130/0.01 et seq., as amended, "Wages of Employees on Public Works") as ascertained by the Park District or by the Department of Labor for Whiteside County, Illinois shall be paid for each craft or type of worker needed to execute the contract or to perform such work, as referenced in the Supplementary/Special Conditions. Contractor is reminded that compliance with such laws requires the submission of certified payrolls and other records or a letter explaining why the Act does not apply, and the Contractor is further advised to check with their attorneys concerning the full breadth of their obligations in this regard. Contractor shall require all subcontractors (if any) to conform with said laws, and bidder agrees to indemnify Owner for any and all costs incurred, including reasonable attorney fees, for any and all violations of said laws and any rules and regulations now or hereafter issued pursuant to said laws by bidder, his subcontractors, and/or anyone working through or on behalf of bidder or bidder's subcontractors. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM> The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

20. PRECAUTIONS FOR UTILITIES

The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. Needed adjustments of these facilities will be made by the respective utility companies if so required. These facilities shall be saved harmless and care shall be exercised so as not to disrupt or destroy the services provided by these utilities. The Contractor will be required to repair or replace any public utility property which has been damaged through his/her efforts. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility, and at no additional cost to the Contract.

The contractor must follow OSHA and ComEd's safety precautions when working in the vicinity of the electric transmission cables.

THE CONTRACTOR SHALL CONTACT AND COORDINATE HIS ACTIVITIES WITH THE UTILITIES BY CONTACTING: JULIE - 800/892-0123.

21. SAWING FOR REMOVAL ITEMS

All saw cutting will be considered incidental to the appropriate removal or removal and replacement pay item and will not be paid for separately.

22. SALVAGEABLE MATERIALS

Any material deeded salvageable by the Engineer or Owner shall become the property of the Owner. The Owner shall remove the material from the job site after notification by the Engineer or Contractor.

23. TRAFFIC CONTROL PLAN

Effective: January 14, 1999

Revised: July 22, 2015

Traffic control shall be according to the applicable section of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701001, 701006, and 701901.

General:

- 1) The contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, and the traffic control standards, or will no longer present a clear appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement. If, in the opinion of the engineer, the traffic control devices are not acceptable in appearance they shall be repaired or replaced, upon notice from the engineer, to his satisfaction within 24 hours.
- 2) Each Type III Barricade shall have two (2) Type A, Low Intensity lights mounted on top.

Signs:

No bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, 729001, on 4" x 4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

The "WORKERS" (W21-1a(O)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L(O)-48) signs on multilane roadways.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

All regulatory signs shall be maintained at a 5 foot minimum bottom (rural), 7 foot minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one plate shall be used to alter a sign.

Any post stubs with a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet.

Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet.

Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. The backside of the direction indicator barricades shall be striped like a type II barricade when opposing traffic is within 12 feet of the device. The taper shall be continuous. It shall not be broken for access to turn lanes, side roads, ramps, or large commercial driveways. The taper shall be moved further away and shall be completed prior to the access point.

Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011

Revised: July 22, 2015

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All works and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 3 garments during hours of darkness.

In addition to the flaggers shown on applicable standards, on major sideroads, flaggers shall be required on all legs of the intersection. Major sideroad for this project shall be Woodlawn and River Roads.

In addition to the flaggers shown on applicable standards, a flagger shall be required on high volume commercial entrances listed below. There are no high volume commercial entrances for this project.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

Revised the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, other traffic control devices, or flaggers required by the Engineer, over and above those shown in the contract documents, will be paid for according to Article 109.04".

The cost of all traffic control required by these Special Provisions and the Standards included in the plans will be considered included in the Lump Sum unit price bid for TRAFFIC CONTROL.

24. SEEDING, CLASS 2 (SPECIAL)

Class 2 Seeding shall be used in accordance with the applicable portions of Section 250 of the Standard Specifications and as specified herein.

Included in this work shall be the application of 270 pounds of fertilizer nutrients, per acre applied at a 1:1:1 ratio as follows:

| | |
|---------------------------------|-------------|
| Nitrogen Fertilizer Nutrients | 90 lbs/acre |
| Phosphorus Fertilizer Nutrients | 90 lbs/acre |
| Potassium Fertilizer Nutrients | 90 lbs/acre |

Modify Section 250.07 of the Standard Specifications for Road and Bridge Construction to include the Contractor guarantee a 75 percent uniform growth over the entire seeded area(s) after one growing season, with no exception to the timing of the seeding. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the contract. The top 4 inch of any area restored for seeding must be cohesive soil capable of supporting vegetation. Cohesive soil shall be defined as organic soil which contains greater than 10% particles by weight passing the #200 sieve.

This work shall be paid for at the contract unit price per ACRE for SEEDING, CLASS 2 (SPECIAL) and shall include those items specified herein.

25. CONSTRUCTION STAKING

Construction staking will be provided by the OWNER or their designated representative. Staking will be performed once per requested location after a 72 hour notice to the Engineer or the designated representative. The contractor shall be billed by the OWNER for any re-staking or damage to control points. The contractor shall report any damage to layout stakes or control points to the Engineer or the designated representative immediately after discovery.

26. BREAKER RUN CRUSHED STONE

Additional material required to fill the void created by the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL will be paid at the contract unit price per ton for BREAKER RUN CRUSHED STONE. The contractor shall supply a sample of the crushed stone material to the engineer for approval.

27. RESIDENT NOTIFICATION

The contractor shall notify residents and business owners affected by the construction. Special attention to providing notice to property owners is especially necessary when mailboxes, utility connections, sidewalks, and driveways are impacted.

The notice shall be distributed not more than 5 days, nor less than 48 hours prior.

28. TREE REMOVAL

Tree removal shall be performed in accordance with applicable sections of Article 201 of the Standard Specifications for Road and Bridge Construction. This work will not be paid for separately, but shall be considered incidental to the pay item EARTH EXCAVATION.

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.

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. 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 material men 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. Sterling Park District Insurance Requirements: The contractor shall obtain and keep in force insurance in accordance with ARTICLE 107.27 of the Standard Specifications for Road and Bridge Construction, latest edition, and in accordance with the following insurance requirements specified by Sterling Park District. In the case of conflicting information, the more restrictive coverage limits and provisions shall apply.

A. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. CONTINUING COMPLETED OPERATIONS LIABILITY INSURANCE

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. GENERAL INSURANCE PROVISIONS

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

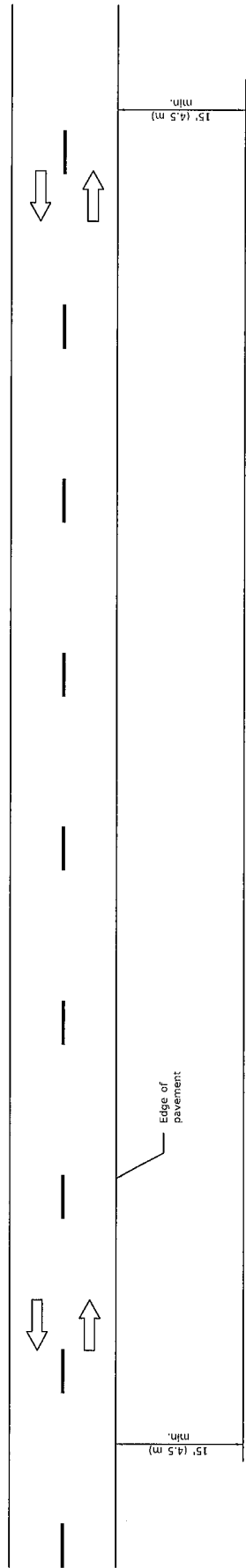
Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Architect, and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Fencing contracts and maintenance
- Cleaning culverts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

All dimensions are in inches (millimeters) unless otherwise shown.

| DATE | REVISIONS |
|--------|-------------------------------------|
| 1-1-09 | Switched units to English (metric). |
| 1-1-05 | Revised title and notes. |

**OFF-RD OPERATIONS,
2L, 2W, MORE THAN
15' (4.5 m) AWAY**

STANDARD 701001-02

Illinois Department of Transportation

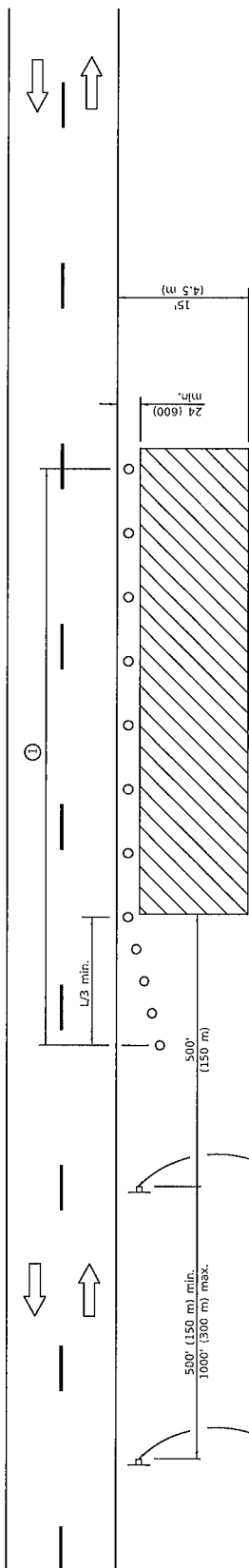
PASSED January 1, 2009

ENGINEER OF OPERATIONS

APPROVED January 1, 2009

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



For contract construction projects

W20-103(O)-48

For maintenance and utility projects

W21-1(O)-48

TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Delineator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS

- Work area
- Sign
- Cone, drum or barricade

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

| SPEED LIMIT | FORMULAS |
|------------------------------|------------------------------------------------------------------|
| 40 mph (70 km/h) or less: | English (Metric) $L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$ |
| 45 mph (80 km/h) or greater: | $L = (W)(S)$ $L = 0.65(W)(S)$ |

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (13 m) centers through the remainder of the work area.

| DATE | REVISIONS |
|--------|----------------------------------------------------------|
| 1-1-14 | Revised workers sign number to agree with current MUTCD. |
| 1-1-13 | Omitted text 'WORKERS' sign. |

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

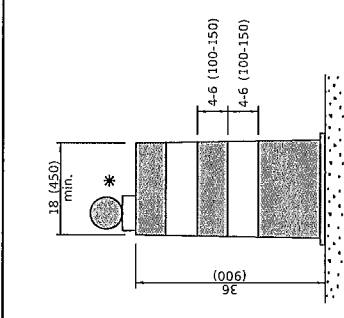
STANDARD 701006-05

Illinois Department of Transportation

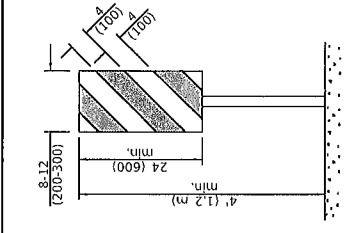
ISSUED 1-1-97

APPROVED: [Signature] 2014
ENGINEER OF SAFETY ENGINEERING

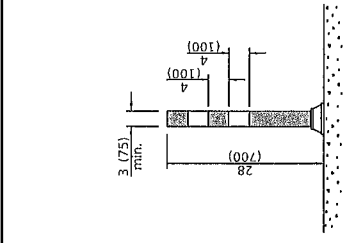
APPROVED: [Signature] 2014
ENGINEER OF DESIGN AND ENVIRONMENT



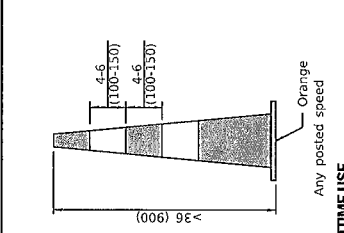
DRUM



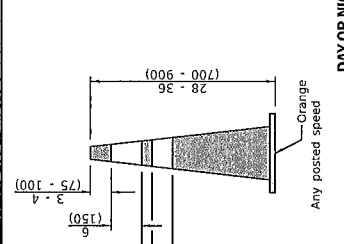
VERTICAL PANEL
POST MOUNTED



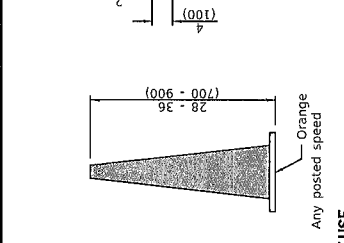
TUBULAR MARKER



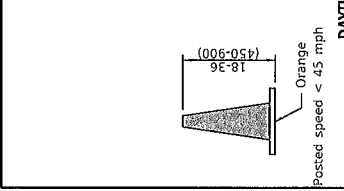
DAY OR NIGHTTIME USE



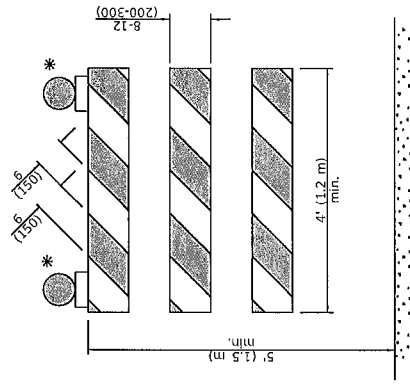
CONES



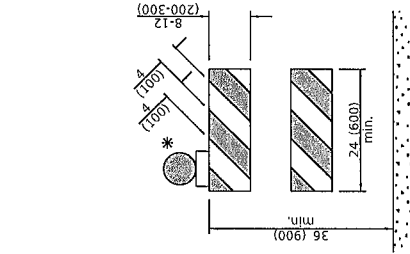
DAYTIME USE



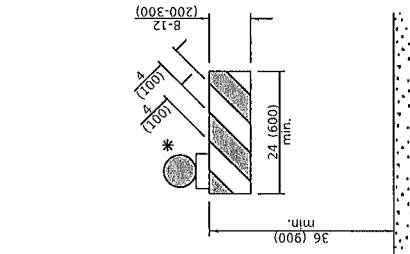
DAYTIME USE



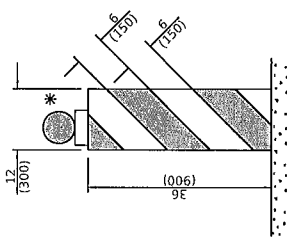
TYPE III BARRICADE



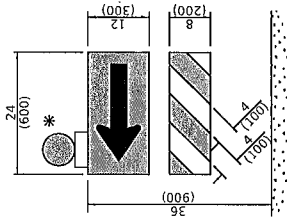
TYPE II BARRICADE



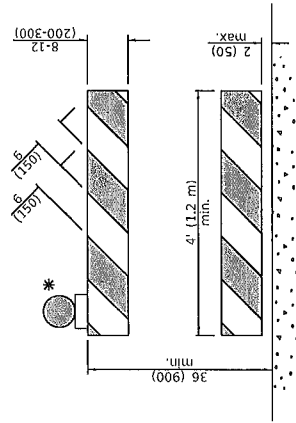
TYPE I BARRICADE



VERTICAL BARRICADE



DIRECTION INDICATOR
BARRICADE



DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.
All dimensions are in inches (millimeters) unless otherwise shown.

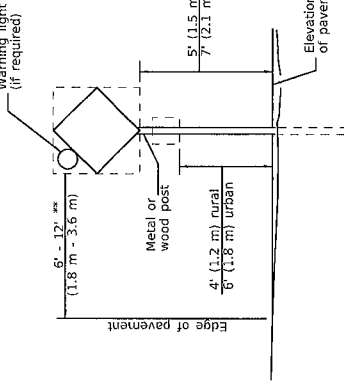
| DATE | REVISIONS |
|--------|-------------------------------------------------------------------------|
| 1-1-19 | Revised cone usage and added cones >36" (900 mm) height. |
| 1-1-18 | Revised END WORK ZONE SPEED LIMIT sign from orange to white background. |

TRAFFIC CONTROL
DEVICES

STANDARD 701901-08
(Sheet 1 of 3)

Illinois Department of Transportation
APPROVED January 1, 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING
APPROVED January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

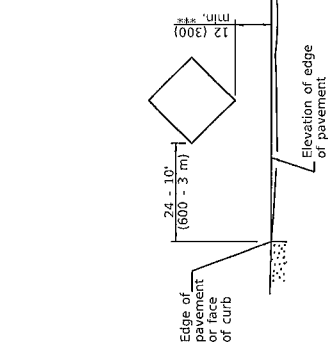
ISSUED 1-1-18



5' (1.5 m) min. embedment

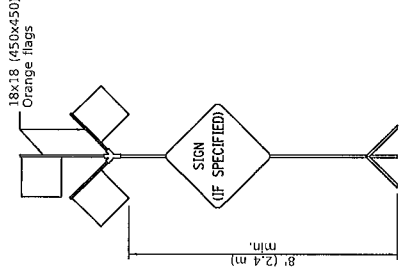
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed the height of the sign, the sign shall be 5' (1.5 m) min. if located behind other devices, the height shall be sufficient to be seen completely above the devices.



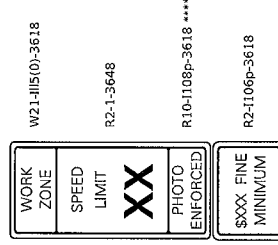
HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

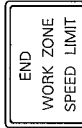
END CONSTRUCTION
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).
Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



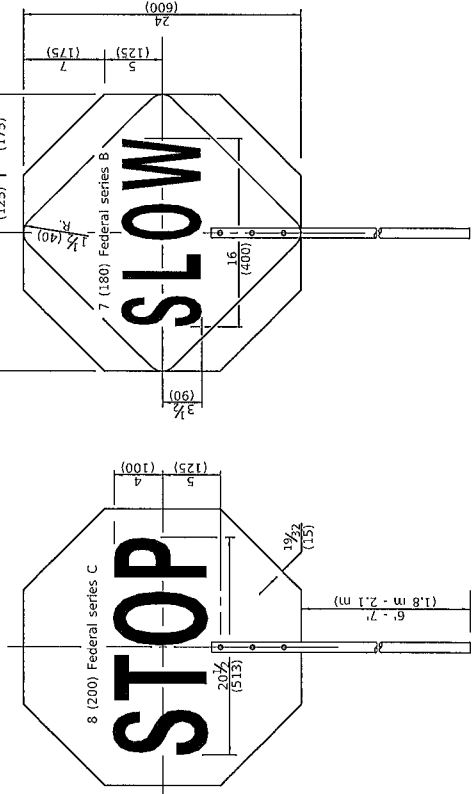
Sign assembly as shown on Standards or as allowed by District Operations.



This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

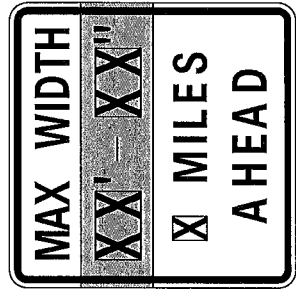
**** R10-1109p shall only be used along roadways under the jurisdiction of the State.



FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

FRONT SIDE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX-XX" width and X miles are variable.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

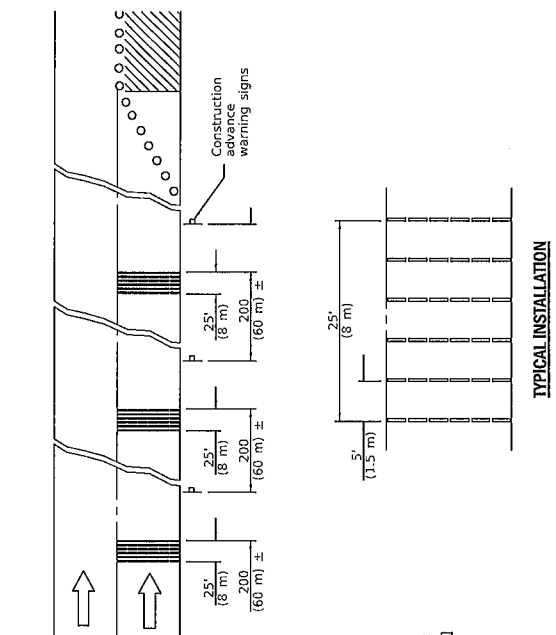
STANDARD 701901-08

Illinois Department of Transportation

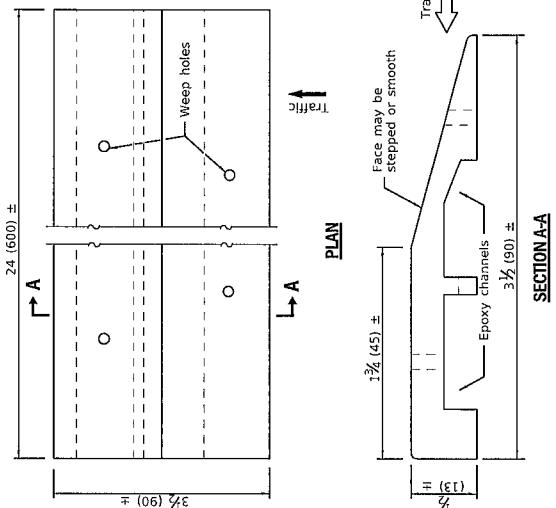
APPROVED: [Signature] January 1, 2019
ENGINEER OF TRAFFIC AND ENGINEERING

APPROVED: [Signature] January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

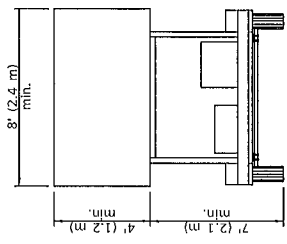
ISSUED 1-1-13



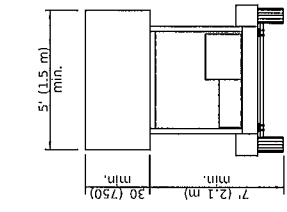
TYPICAL INSTALLATION



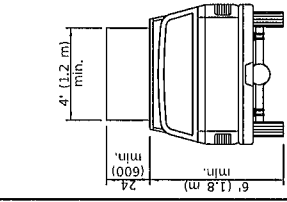
SECTION A-A



TYPE C
TRAILER MOUNTED



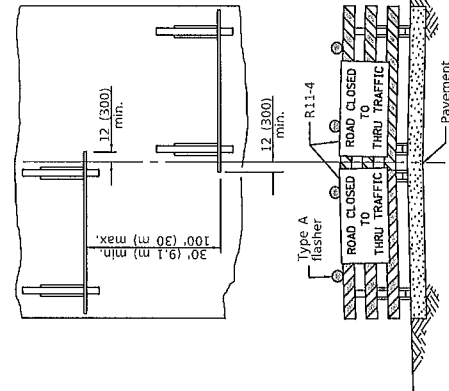
TYPE B
ROOF OR TRAILER MOUNTED



TYPE A
ROOF MOUNTED

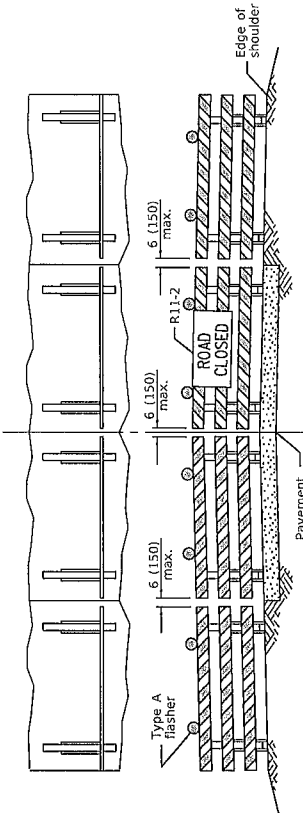
ARROW BOARDS

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO THRU TRAFFIC

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is used, the temporary sign supports on NCHRP 350 temporary sign supports directly in front of the barricade.



ROAD CLOSED TO ALL TRAFFIC

ReflectORIZED striping may be omitted on the back side of the barricades if a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD

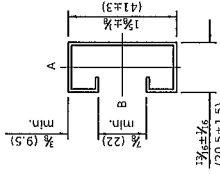
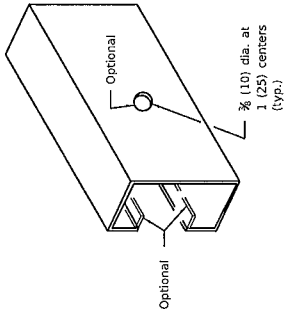
TRAFFIC CONTROL
DEVICES

STANDARD 701901-08
(Sheet 3 of 3)

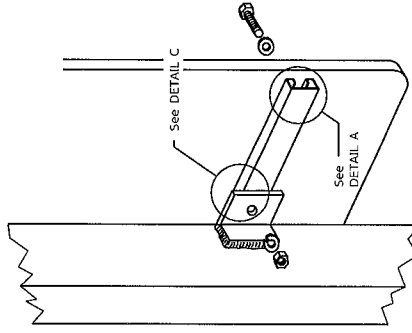
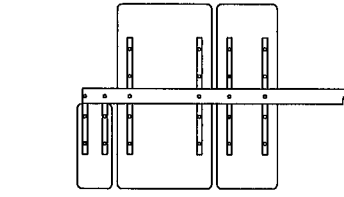
Illinois Department of Transportation
 APPROVED: [Signature] January 1, 2019
 ENGINEER OF SAFETY PROG. AND ENGINEERING
 APPROVED: [Signature] January 1, 2019
 ENGINEER OF ASSISTANT AND ENVIRONMENT

ISSUED 1-1-13

| Section modulus (minimum) | Axis A | Axis B |
|---------------------------|------------------------------------------------|------------------------------------------------|
| Steel | 0.050 in. ³ (819 mm ³) | 0.105 in. ³ (1720 mm ³) |
| Aluminum | 0.150 in. ³ (2458 mm ³) | 0.315 in. ³ (5162 mm ³) |



SUPPORTING CHANNEL DETAILS



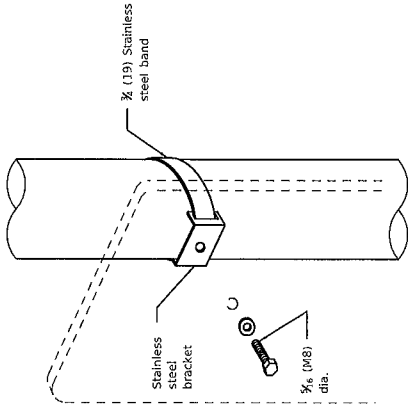
BREAKAWAY STEEL TUBING POSTS
(All sign panel sizes)

All dimensions are in inches (millimeters) unless otherwise shown.

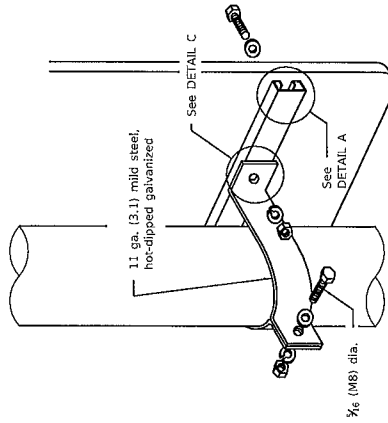
| DATE | REVISIONS |
|--------|-------------------------------------|
| 3-1-09 | Switched units to English (metric). |
| 1-1-97 | Renum. Standard 2319-6. |

SIGN PANEL MOUNTING DETAILS

STANDARD 720001-01

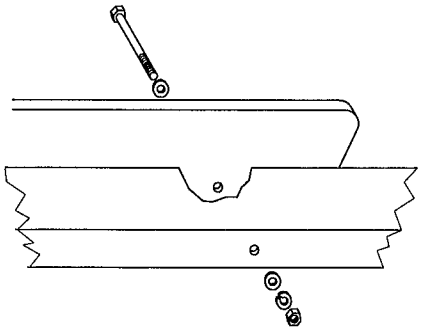
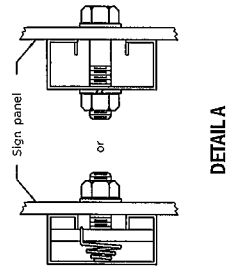
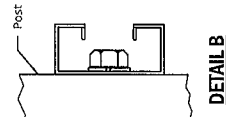
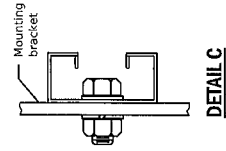


Sign panel 36 (900) wide or less

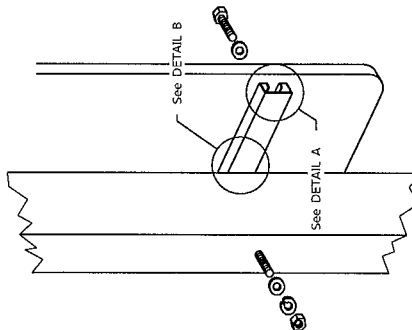


Sign panel over 36 (900) wide

LIGHT OR SIGNAL STANDARDS



Sign panel over 36 (900) wide

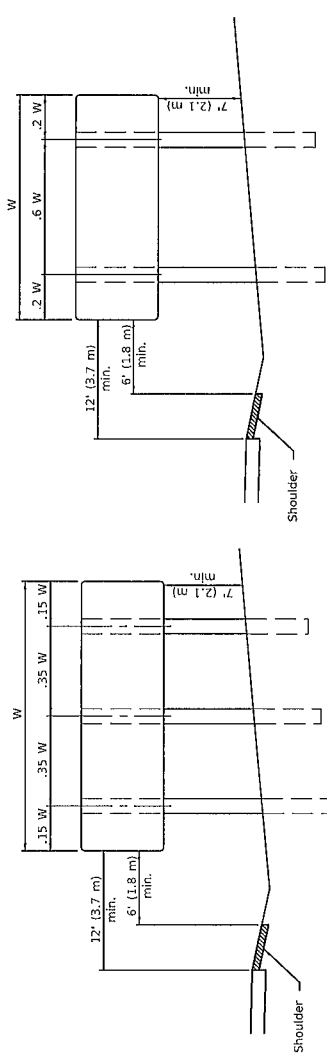


Sign panel over 36 (900) wide

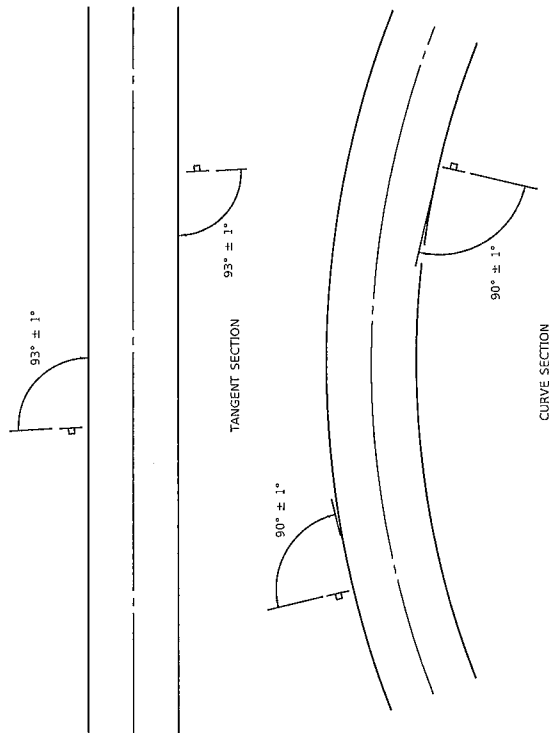
WOOD OR TELESCOPING STEEL POSTS

Illinois Department of Transportation
 PASSED January 1, 2009
 ENGINEER OF OPERATIONS
 APPROVED [Signature] January 1, 2009
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

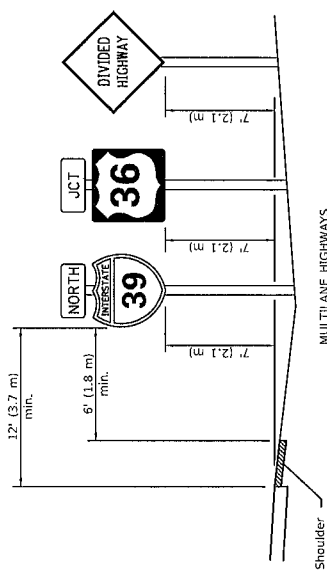


POST SPACING FOR NON-FREEWAY SIGN PANELS

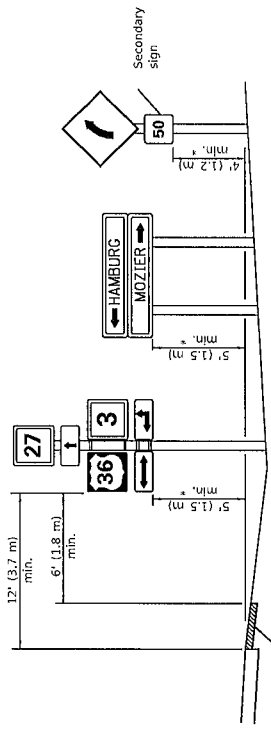


GROUND MOUNT SIGN POSITIONING

All dimensions are in inches (millimeters) unless otherwise shown.

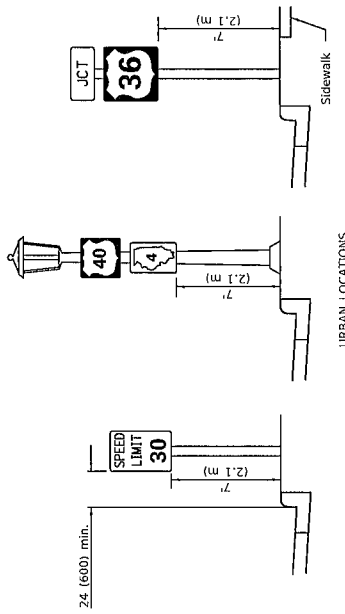


MULTILANE HIGHWAYS



TWO LANE RURAL HIGHWAYS

* In any area where parking is likely to occur or where there are obstructions to view or where signs are located over sidewalks, the height shall be at least 7' (2.1 m).



URBAN LOCATIONS

Illinois Department of Transportation

DESIGNED BY: [Signature] January 1, 2014
 CHECKED BY: [Signature] January 1, 2014
 APPROVED BY: [Signature] January 1, 2014
 ENGINEER OF DESIGN AND ENVIRONMENT

TYPICAL INSTALLATIONS

Signs in any area shall be erected to a uniform height above the edge of the pavement.

| DATE | REVISIONS |
|--------|------------------------------------------------------------------------------------------|
| 1-1-14 | Added shoulders and slopes. |
| | Changed sign distances from roadway and shoulder. |
| 1-1-12 | Rev. sign elev. for multilane hwy's. Revised sign elev. and dist. to curb for rural loc. |

SIGN PANEL ERECTION DETAILS

STANDARD 720006-04