

Exhibit A

CITY OF CREST HILL

CREST HILL COMMONS – PHASE ONE SITE IMPROVEMENTS PROJECT



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Austin Tyler Construction, Inc.
23343 S. Ridge Rd.
Elwood, IL. 60421

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

Mailing Address for Notices

18500 W Corporate Drive
Suite 170
Brookfield, WI 53045

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.

OWNER:

(Name, legal status and address)

City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL. 60403

CONSTRUCTION CONTRACT

Date: September 21, 2026

Amount: \$ 1,743,026.97

Description:

(Name and location)

City of Crest Hill - Crest Hill Commons - Phase 1

BOND

Date: September 21, 2026

(Not earlier than Construction Contract Date)

Amount: \$ 1,743,026.97

Modifications to this Bond:



None



See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Austin Tyler Construction, Inc.

(Corporate Seal)

SURETY

Company:

Old Republic Surety Company

(Corporate Seal)

Signature:

Name
and Title:

Gary S. Schumal, President

Signature:

Name
and Title:

Maureen Rott, Attorney in Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Robertson Ryan & Associates
1770 Park St. Suite 210
Naperville, IL 60563

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 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.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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.

§ 12 Notice 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.

§ 13 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 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.

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

§ 15 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.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____
(Corporate Seal)

Old Republic Surety Company



Signature: _____
Name and Title: _____
Address _____



OLD REPUBLIC SURETY COMPANY

Bond # JCN7496164

POWER OF ATTORNEY

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

CHRISTOPHER L. SPANGLER, MARK SPANGLER, LYNN M. BLAYLOCK, MAUREEN ROTT, CHRISTINE CANNELLA, ESTEE R. MAJOR,
OF NAPERVILLE, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of AUGUST, 2026


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of AUGUST, 2026, personally came before me, Steven R. Denault
and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: February 9, 2027

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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



63-1338

Signed and sealed at the City of Brookfield, WI this 21st day of September, 2026


Assistant Secretary

ORSC 22262 (3-06)

ROBERTSON RYAN & ASSOCIATES

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Austin Tyler Construction, Inc.
23343 S. Ridge Rd.
Elwood, IL. 60421

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

Mailing Address for Notices

18500 W Corporate Drive
Suite 170
Brookfield, WI. 53045

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.

OWNER:

(Name, legal status and address)

City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL. 60403

CONSTRUCTION CONTRACT

Date: September 21, 2026

Amount: \$ 1,743,026.97

Description:

(Name and location)

City of Crest Hill - Crest Hill Commons - Phase 1

BOND

Date: September 21, 2026

(Not earlier than Construction Contract Date)

Amount: \$ 1,743,026.97

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Austin Tyler Construction, Inc.

SURETY

Company: (Corporate Seal)

Old Republic Surety Company

Signature:

Name
and Title:

Gary S. Schumal, President

Signature:

Name
and Title:

Maureen Rott Attorney-In-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Robertson Ryan & Associates
1770 Park St. Suite 210
Naperville, IL 60563

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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:

(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: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address _____	Address _____



OLD REPUBLIC SURETY COMPANY

Bond # JCN7496164

POWER OF ATTORNEY

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

CHRISTOPHER L. SPANGLER, MARK SPANGLER, LYNN M. BLAYLOCK, MAUREEN ROTT, CHRISTINE CANNELLA, ESTEE R. MAJOR,
OF NAPERVILLE, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of AUGUST, 2026

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of AUGUST, 2026, personally came before me, Steven R. Denault
and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: February 9, 2027

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

63-1338



Signed and sealed at the City of Brookfield, WI this 21st day of September, 2026

ORSC 22262 (3-06)

Assistant Secretary

ROBERTSON RYAN & ASSOCIATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan & Associates, Inc 1770 Park Street, Suite 210 Naperville IL 60563	CONTACT NAME: Maureen Rott PHONE (A/C, No, Ext): 630.420.3400 E-MAIL ADDRESS: mrott@robertsonryan.com FAX (A/C, No): 630.420.8520
INSURED Austin Tyler Construction, Inc Joliet Asphalt, LLC 23343 S. Ridge Road Elwood IL 60421	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Casualty Company INSURER B: The Cincinnati Insurance Company INSURER C: Illinois Union Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1288250501**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	EPP 0625850	8/25/2026	8/25/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	EBA0625850	8/25/2026	8/25/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			EPP 0625850	8/25/2026	8/25/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0625851-06	8/25/2026	8/25/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C B	Inland Marine Pollution Liability Installation Floater			EPP 0625850 CPM G72537695 004 EPP 0625850	8/25/2026 8/25/2026 8/25/2026	8/25/2027 8/25/2027 8/25/2027	Leased/Rented Site & Premises Installation Floater 1,000,000 \$3,000,000 \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: City of Crest Hill - Crest Hill Commons Phase 1

The following are additional insureds as respects general liability and auto liability coverages on a primary and non-contributory basis, for the work performed by the above insured, as required by direct written contract, subject to the forms and endorsements attached to the policies: City of Crest Hill and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives; and V3 Companies, LTD. Liability Coverage has a per project aggregate endorsement.

A Waiver of subrogation in favor of the aforementioned additional insureds applies to the general liability, auto liability and workers compensation coverages as required by written contract. Umbrella coverage follows underlying policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Crest Hill
20600 City Center Boulevard
Crest Hill IL 60403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:
- (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION - ILLINOIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of your ongoing operations or arising out of "your work"; or*

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured;
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
- a. The building or disassembly of scaffolding by or for you; or
- b. The use of such scaffolding.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Location(s):

EACH LOCATION OWNED, RENTED OR LEASED TO OR BY THE NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connec-

tion is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 15 ,000,000 Each Occurrence Limit \$ 15 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition 9, **Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and
- b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

- (1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and
- (2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08-25-2026 Policy No. EWC 062 58 51-06 Endorsement No.

Insured AUSTIN TYLER CONSTRUCTION INC

Insurance Company THE CINCINNATI CASUALTY COMPANY

Premium \$INCL

Countersigned by _____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

AGREEMENT BETWEEN THE CITY OF CREST HILL AND “CONTRACTOR”

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Crest Hill (“City”) and Austin Tyler Construction, Inc. (“Contractor”) on this, the 22nd day of September, 2026. The City and the Contractor may be referred to individually as a “Party” or collectively as the “Parties,” where appropriate.

1. The Contract Documents, in order of priority, shall consist of the following:

- i. This Agreement
- ii. Addenda numbers 1 to 1 , inclusive.
- iii. Contract Special Provisions bearing the title “Special Provisions.”
- iv. All Contract Drawings and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the Crest Hill Commons – Phase 1 Improvements Project.
- v. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vi. Performance and Payment Bonds.
- vii. Contractor’s Bid and Proposal.
- viii. All documentation submitted by Contractor prior to notice of Award.
- ix. Notice to bidders, invitation to bid, and bidding instructions for the Crest Hill Commons – Phase 1 Improvements Project.
- x. Notice of Award.
- xi. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contractor believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

2. THE WORK

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve completion of the entire Work:

_____ Within _____ days after the Commencement Date.

 X On or before May 14, 2027.

After the date of substantial completion, the Contractor shall have an additional _____ days to complete all clean-up and punch-list items.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

4. LIQUIDATED DAMAGES

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

5. CONTRACT SUM

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

6. PROGRESS PAYMENTS

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.
- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
 - (i) The amount of each progress payment shall include:
 - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
 - (ii) The amount of each progress payment shall then be reduced by:
 - (1) The aggregate of any amounts previously paid by the City; and
 - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
 - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
 - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
 - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
 - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.
 - (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the

amount requested for payment and all amounts previously paid or retained during the course of the Contract.

- (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier, and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
 - (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
 - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
 - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
 - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
 - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
 - (vi) The Work is defective, requiring correction or replacement; or
 - (vii) The City has been required to correct defective Work at its own cost; or
 - (viii) The Contract Sum has been reduced by change orders; or
 - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or
 - (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or

- (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
 - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.
 - (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

8. RETAINAGE

Retainage will be held based on Public Act 103-0570. 10% will be held up to 50% completion of the project. When more than 50% of the contract is completed, 5% retainage will be held.

9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (see Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

10. INSURANCE

A. **General Insurance Requirements.**

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

B. Other Insurance Requirements

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

11. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.
- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called "Kotecki Cap." The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.

- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

12. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*). The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract is awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

13. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

14. BOND

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With permission of the City, and when state and federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work. After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

16. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

17. BID RIGGING AND ROTATING CERTIFICATION

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

18. AUTHORITY TO EXECUTE

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

19. GOVERNING LAW; CHOICE OF FORUM

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

20. SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

21. TERMINATION

- (a) Termination Without Cause: The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.
- (b) Termination for Cause: If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the

employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

22. NOTICES

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF CREST HILL,
WILL COUNTY, ILLINOIS

Austin Tyler Construction, Inc

BY: _____

BY: Ray A. Schul

ITS: _____

ITS: President

Mayor

ATTEST:

BY: _____

ITS: _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Austion Tyler Construction inc
23343 S Ridge Rd
Elwood IL 60421

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Co
18500 W Corporate Dr
Ste 170
Brookfield WI 53201

OWNER:

(Name, legal status and address)

City of Crest Hill
20600 City Center Blvd
Crest Hill IL 60403

BOND AMOUNT: \$ 10% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

CREST HILL COMMONS PHASE ONE SITE
IMPROVEMENTS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Init.

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User Notes:

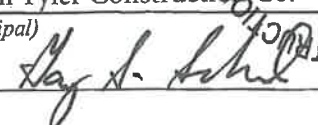
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Signed and sealed this 8th day of September 2026

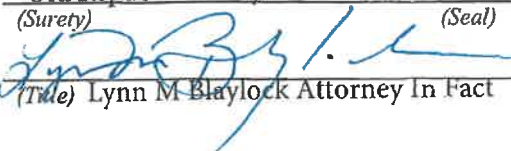

(Witness)


(Witness)

Austin Tyler Construction Co.
(Principal)


(Title)

Old Republic Surety Co
(Surety)


(Title) Lynn M Blaylock Attorney In Fact

ELWOOD, IL

SEAL
AUSTIN TYLER CONSTRUCTION CO. INC.

Init.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

CHRISTOPHER L. SPANGLER, MARK SPANGLER, LYNN M. BLAYLOCK, MAUREEN ROTT, CHRISTINE CANNELLA, ESTEE R. MAJOR,
OF NAPERVILLE, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of AUGUST, 2026.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21ST day of AUGUST, 2026, personally came before me, Steven R. Denault and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Emily Struck
Notary Public

My Commission Expires: February 9, 2027

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

63-1338



Signed and sealed at the City of Brookfield, WI this 5th day of September, 2026.

Assistant Secretary

ORSC 22262 (3-06)

ROBERTSON RYAN & ASSOCIATES



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 6117

Austin Tyler Construction, Inc.
23343 South Ridge Road ELWOOD, IL 60421

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	\$19,050,000
003	HMA PLANT MIX	\$30,800,000
012	DRAINAGE	Unlimited
017	CONCRETE CONSTRUCTION	\$16,925,000
032	COLD MILL, PLAN. & ROTOMILL	\$3,100,000
08A	AGGREGATE BASES & SURF. (A)	\$6,400,000
09A	HIGHWAY STRUCTURES	\$7,125,000
15A	COVER & SEAL COATS (A)	\$550,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/27/2026 TO 4/30/2027 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/27/2026.


Justin Mann
Engineer of Construction

Austin Tyler Construction, INC.

September 11, 2026

City of Crest Hill
20600 City Center Blvd
Crest Hill, IL 60403

RE: Crest Hill Commons, Phase 1

To Whom It May Concern,

Per the Illinois Department of Transportation Rules of Prequalification of Contractors, Austin Tyler Construction is requesting a waiver to forgo filing the Affidavit of Availability, under Section 650.310 sub D, based on our current financial rating.

Sincerely,



Gary S. Schumal P.E.
President

23343 South Ridge Road, Elwood, Illinois 60421
Phone: (815) 726-1090 Fax: (815) 726-1171

PROPOSAL

TO THE OWNER, CITY OF CREST HILL

1. Proposal of Austin Tyler Construction, Inc.
(name and address of bidder)

23343 S Ridge Road
Elwood, IL 60421

Gschwan & Austin - Tyler, CO

(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), 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 the same.
4. 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, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
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, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of 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 per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) 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 penal 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, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within n/a calendar days after the date of the execution of the contract by both parties, or by May 14, 2027 if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within 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 cost 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 construction observation, 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, certified check or bid bond, complying with the requirements of the specifications, made payable to: _____

B.I.D Bond

The amount of the bond, check or draft is B.I.D Bond
= 10% of Total Bid (\$ _____).

If the proposal 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 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 substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm 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.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?

YES

2. (a) Have you done work of this nature? YES

(b) To what extent? (Dollar value) Million

(c) For whom? Lockport, Town, Will County, Ill
IDOT, Rosemary, Franking, Certification

3. Do you have sufficient equipment to perform this work? Yes

If so, list major items: Excavators, Loader, Skid Steer

Pavers, Roller, Grader, Grader, Semi-truck

4. Give Bank reference: Bureau Bank

Address: P.O. Box 14054 St. Louis, Mo 63128

5. List names and addresses of major suppliers:

M. D. American Water - 1500 E. Main Street, Aurora, IL 60505

Wetzel & Sons Mix - 806 Gardner St. Town, IL 60433

Vulcan Materials - P.O. Box 75219, Chicago, IL 60675

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? NO

(a) If so where? N/A

(b) For what reason? N/A

7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? NO

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? NO
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? NO
10. If awarded contract, work will begin in 30 calendar days.

CERTIFICATE OF ELIGIBILITY TO BID

I, Gary S. Schumal (contractor), pursuant

to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: 9/10/26

By: 
(Name of Contractor)

President
(Title)

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

Business Address

Insert
Names and
Addresses of
All Members
of the Firm

(If a corporation)

Corporate Name Austin Tyler Construction, Inc

Signed By [Signature]

President
23343 S Ridge Road
Elwood, IL 60421

Business Address



(Corporate Seal)

Insert
Names of
Officers

President Gary S. Schumal
Secretary Tina M. Wildrick
Treasurer

Attest: [Signature]

Attestor's Title: Secretary

Phone Number (815) 726-1090

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

Crest Hill Commons Phase 1

Name of Project

for the Village/City/Town of Crest Hill, County of Will,

State of Illinois hereby certifies that he has read all of the Contract

Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Austin Tyler Construction, Inc.

Name of Bidder

By: *A. S. Schell*

Company Name

Date: 9/11/26



To: ALL BIDDERS ON THE FOLLOWING PROJECT
From: Ronald J Wiedeman, Director of Engineering
Bid Date: September 11, 2026
Re: City of Crest Hill-Crest Hill Commons, Phase 1 Project

ADDENDUM No. 1

Addendum No. 1 consists of two (2) pages including Questions and Answers from Bidders and updates to the Special Provisions.

UPDATES TO SPECIAL PROVISIONS:

The following special provision shall be incorporated in the above-mentioned project:

CONTRACT TIME

The CONTRACTOR shall complete all mass grading, underground utility installation including lighting, sidewalk, concrete curb and curb and gutter construction, and playground and parking lot construction up to and including the aggregate base course by December 18, 2026. All remaining work is to be completed by May 14, 2027. Penalties shall be assessed at the rate of \$1500.00 per working day. Working days shall be calculated as per Article 108 of the IDOT STANDARD SPECIFICATIONS.

Each Bidder must sign the acknowledgement below as proof of receipt of this Addendum No. 1 and include as part of their electronic Bid submittal.

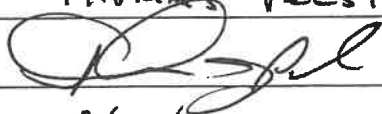
Very truly yours,

A handwritten signature in blue ink, appearing to read "Ronald J. Wiedeman", written over a horizontal line.

Ronald J. Wiedeman, PE
Director of Engineering

ADDENDUM NO 1-ACKNOWLEDGEMENT OF RECEIPT

Printed Name: Thomas Pesi

Signature: 

Date: 8/25/26

Crest Hill Commons (#10334415)
Owner: Crest Hill, City of
Solicitor: Crest Hill, City of
09/11/2026 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoFM	Austin Tyler Const. , Inc		
					Quantity	Unit Price	Extension
Base Bid							
	1	n/a	REMOVE CURB & GUTTER	L.F.	145	\$25.00	\$3,625.00
	2	n/a	REMOVE CONCRETE SIDEWALK	S.F.	95	\$25.00	\$2,375.00
	3	n/a	INLET EROSION CONTROL, CATCH-ALL	EACH	29	\$195.00	\$5,655.00
	4	n/a	SILT FENCING	L.F.	1690	\$3.00	\$5,070.00
	5	n/a	STABILIZED CONSTRUCTION ENTRANCE, AGGREGATE	EACH	1	\$4,000.00	\$4,000.00
	6	n/a	CONCRETE WASHOUT	EACH	1	\$1,200.00	\$1,200.00
	7	n/a	EROSION CONTROL BLANKET, NORTH AMERICAN GREEN S-75-BN	S.Y.	10415	\$1.00	\$10,415.00
	8	n/a	STRIP AND HAUL OFF EX. SURFACE, 6"	C.Y.	2200	\$32.00	\$70,400.00
	9	n/a	CLAY CUT TO FILL	C.Y.	3100	\$34.00	\$105,400.00
	10	n/a	IMPORT AND SPREAD STRUCTURAL FILL	C.Y.	3800	\$42.00	\$159,600.00
	11	n/a	INLET, 24" DIA.	EACH	1	\$2,000.00	\$2,000.00
	12	n/a	CATCH BASIN, 48" DIA.	EACH	5	\$3,500.00	\$17,500.00
	13	n/a	CATCH BASIN, 60" DIA.	EACH	1	\$5,400.00	\$5,400.00
	14	n/a	MANHOLE, 48" DIA.	EACH	1	\$4,000.00	\$4,000.00
	15	n/a	CLEANOUT, 6" PVC	EACH	4	\$1,050.00	\$4,200.00
	16	n/a	CLEANOUT, 4" PVC	EACH	3	\$1,000.00	\$3,000.00
	17	n/a	RECONSTRUCT EX. CATCH BASIN, RAISE FRAME	EACH	1	\$1,500.00	\$1,500.00
	18	n/a	REMOVE EX. GRATE & REPLACE W/ FRAME & GRATE	EACH	2	\$700.00	\$1,400.00
	19	n/a	PERFORATED UNDERDRAIN, 4" HDPE WITH SOCK	L.F.	80	\$40.00	\$3,200.00
	20	n/a	PERFORATED UNDERDRAIN, 6" HDPE WITH SOCK	L.F.	80	\$38.00	\$3,040.00
	21	n/a	STORM SEWER, 6" PVC SDR 26	L.F.	77	\$42.00	\$3,234.00
	22	n/a	STORM SEWER, 12" RCP, CL IV	L.F.	460	\$60.00	\$27,600.00
	23	n/a	STORM SEWER, 15" RCP, CL IV	L.F.	291	\$65.00	\$18,915.00
	24	n/a	STORM SEWER, 18" RCP, CL IV	L.F.	196	\$72.00	\$14,112.00
	25	n/a	CONNECT TO EX. MH	EACH	1	\$1,500.00	\$1,500.00
	26	n/a	STORM TRENCH BACKFILL, < 18" DIA.	L.F.	200	\$50.00	\$10,000.00
	27	n/a	STORM TRENCH BACKFILL, > 18" DIA.	L.F.	190	\$60.00	\$11,400.00
	28	n/a	SANITARY MANHOLE, TYPE A, 48" DIA.	EACH	1	\$6,000.00	\$6,000.00
	29	n/a	SANITARY SEWER, 6" PVC SDR 26	L.F.	130	\$94.00	\$12,220.00
	30	n/a	SANITARY TRENCH BACKFILL, <10' DEEP	L.F.	115	\$60.00	\$6,900.00
	31	n/a	DISCONNECT EX. 6" SERVICE FROM SAN MH	EACH	1	\$1,400.00	\$1,400.00
	32	n/a	CONNECT TO EX. SAN MH	EACH	1	\$3,000.00	\$3,000.00
	33	n/a	2" HMA SURFACE COURSE, MIX "C", N50	S.Y.	1570	\$20.00	\$31,400.00
	34	n/a	2" HMA BINDER COURSE, IL 19.0, N50	S.Y.	1570	\$18.00	\$28,260.00
	35	n/a	8" AGGREGATE BASE, CA-6	S.Y.	1570	\$21.00	\$32,970.00
	36	n/a	5" P.C. CONCRETE SIDEWALK	S.F.	5805	\$14.00	\$81,270.00
	37	n/a	4" AGGREGATE BASE, CA-6	S.F.	5805	\$3.25	\$18,866.25
	38	n/a	CURB AND GUTTER, B.6.12, WITH AGGREGATE	L.F.	808	\$60.89	\$49,199.12
	39	n/a	CURB AND GUTTER, VARIABLE HEIGHT, WITH AGGREGATE	L.F.	74	\$65.00	\$4,810.00
	40	n/a	CONCRETE RIBBON CURB, 6", PLAYGROUND	L.F.	200	\$65.00	\$13,000.00
	41	n/a	1" CA-16 (CLASS A) STONE CAP, PLAYGROUND	S.Y.	541	\$8.00	\$4,328.00
	42	n/a	8" COMPACTED CA-7, PLAYGROUND	S.Y.	541	\$42.00	\$22,722.00
	43	n/a	GEOTEXTILE FABRIC, PLAYGROUND	S.Y.	541	\$3.00	\$1,623.00
	44	n/a	DETECTABLE WARNING TILE, TRUNCATED DOMES	S.F.	70	\$30.00	\$2,100.00
	45	n/a	THERMALPLASTIC PAVEMENT MARKING, LINE 4", PARKING STALL	L.F.	900	\$4.70	\$4,230.00
	46	n/a	THERMALPLASTIC PAVEMENT MARKING, LINE 6", CROSSWALK	L.F.	96	\$6.60	\$633.60
	47	n/a	THERMALPLASTIC PAVEMENT MARKING, LINE 24", STOP BAR	L.F.	16	\$18.00	\$288.00
	48	n/a	TRAFFIC CONTROL SIGN, METAL POST AND PANEL	EACH	7	\$600.00	\$4,200.00
	49	n/a	CONSTRUCTION FENCE, 6' TALL CHAIN LINK	L.F.	870	\$40.00	\$34,800.00
	50	20800150	TRENCH BACKFILL	CU YD	33	\$75.00	\$2,475.00
	51	81028230	UNDERGROUND CONDUIT, GALVANIZED, STEEL, 3 1/2" DIA.	FOOT	482	\$58.00	\$27,956.00
	52	81028320	UNDERGROUND CONDUIT, PVC, 1" DIA.	FOOT	1687	\$24.00	\$40,488.00
	53	81028340	UNDERGROUND CONDUIT, PVC 1 1/2" DIA.	FOOT	2238	\$25.00	\$55,950.00
	54	81028350	UNDERGROUND CONDUIT, PVC 2" DIA.	FOOT	3570	\$27.00	\$96,390.00
	55	81028370	UNDERGROUND CONDUIT, PVC 3" DIA.	FOOT	2391	\$36.00	\$86,076.00
	56	81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	18	\$1,600.00	\$28,800.00
	57	84500120	REMOVAL OF ELECTRIC SERVICE INSTALLATION	EACH	1	\$1,460.00	\$1,460.00
	58	X8360110	LIGHT POLE FOUNDATION (SPECIAL)	FOOT	69	\$345.00	\$23,805.00
	59	X8780105	CONCRETE FOUNDATIONS (SPECIAL)	EACH	5	\$1,675.00	\$8,375.00
	60	n/a	REMOVE AND RELOCATE EXISTING MONUMENT SERVICE	EACH	1	\$2,840.00	\$2,840.00

	61 n/a	Thickened Edge Concrete Paving	L.F.	70	\$100.00	\$7,000.00
	62 n/a	Cast-in-Place Concrete Seatwall/Column Foundations (inc reinf)	C.Y.	140	\$1,200.00	\$168,000.00
	63 n/a	Stone Veneer (Seatwall/Columns)	S.F.F.	980	\$75.00	\$73,500.00
	64 n/a	Pre-Cast Concete Column Cap	S.F.	15	\$800.00	\$12,000.00
	65 n/a	Pre-Cast Concete Seatwall Coving	S.F.	810	\$100.00	\$81,000.00
	66 n/a	Turf Grass seeding (Gameday)	S.Y.	8667	\$0.50	\$4,333.50
	67 n/a	Salt Tolerant Roadside Seeding (IDOT 2A)	S.Y.	1035	\$0.50	\$517.50
	68 n/a	Planting Soil Mix 6"	C.Y.	675	\$55.00	\$37,125.00
	69 n/a	Planting Soil Mix 12"	C.Y.	280	\$50.00	\$14,000.00
	70 n/a	Planting Soil Mix 24"	C.Y.	155	\$45.00	\$6,975.00
Fixed						\$100,000.00
	71 n/a	Cash Allowance	L.Sum	1	\$100,000.00	\$100,000.00
Alt. No 1						\$40,960.00
	72 n/a	Turf Grass Sodding	S.Y.	5120	\$8.00	\$40,960.00
Base Bid Total w/o Turf Grass Sodding:						\$1,743,026.97



CITY OF CREST HILL
CREST HILL COMMONS, PHASE 1

CREST HILL
WILL COUNTY, ILLINOIS
NOTICE TO CONTRACTORS

City of Crest Hill (OWNER) is requesting Bids for the construction of the following Project:

Crest Hill Commons, Phase 1

Bid proposals will be received via electronic bid through QuestCDN by the City of Crest Hill until 10:00 A.M. September 11, 2026.

The City of Crest Hill is accepting proposals to perform grading, underground utility installation, parking lot construction, playground infrastructure and concrete flatwork, seat wall construction and seed restoration at 20650 City Center Blvd (Between City Hall and the White Oak Library)

The Contract Documents may be examined without charge at the office Spaceco at 9575 W. Higgins Road, Suite 700, Rosemont, IL 60018 Contact Jim Kapustiak at jckapustiak@spacecoinc.com QuestCDN #10334415

Complete digital Project Bidding Documents are available at [Public Bidding Opportunities | Crest Hill, IL](#), or at www.questcdn.com. To be considered a plan holder for bids, register with QuestCDN.com for a free Regular membership and download the digital Bidding Documents for \$42 by inputting Quest project number (10334415) on the website's project search page. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda, other bid updates and access to vBid, online bidding via QuestCDN.

Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading digital bidding documents and vBid questions.

To access the electronic bid form, download the digital bidding documents and click the 'Online Bid' button or Online Bidding 'Available' button on the bid posting page. Bids will **ONLY** be received and accepted through vBid via QuestCDN.com. Prospective bidders must be on the plan holder list through QuestCDN for bids to be accepted

A bid bond in an amount not less than 10% shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into, and the performance of the contract is properly secured.

A performance and payment bond in a sum equal to 100% of the amount authorized with sureties to be approved by the Mayor and City Council for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Engineering Department or Mayor and City Council their best interests will be promoted thereby.

The Contractor will be required to pay not less than the prevailing wage rates on this project as established by the Illinois Department of Labor. The Contractor shall also comply with all applicable Federal, State and local regulations.

Prequalification will be required to be submitted to the engineer by all potential bidders. If in the opinion of the City Engineer and the Mayor and City Council, an applicant would not be able to serve the best interest of the City, a proposal will not be issued to the applicant.

City of Crest Hill
Engineering Department

INSTRUCTIONS TO BIDDERS

GENERAL

Proposals will be received by the City of Crest Hill's Engineering Department, for the construction of,

CREST HILL COMMONS, PHASE 1

In accordance with the legal advertisement attached hereto entitled "Notice to Contractors".

The Notice to Contractors, Instructions to Bidders, Contractor's Proposal, Certificate as to Corporate Principal, Certified Check/Bid Bond, Specifications, Plans, Contract, the Performance Bond and the Maintenance Bond, shall be considered in every bid submitted and will become a part of every contract subsequently entered into for doing the work referred to herein.

EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

See Division 100, General Requirements and Covenants, Section 2, 2-3

PRE-QUALIFICATION

Proposers must be experienced in the construction of the type of facilities to be constructed under the contract for which a proposal is submitted. Which for the improvement is upgrading chemical feed system for water distribution systems.

DOCUMENTS OBTAINED FROM OTHER SOURCES

The City of Crest Hill is the only official source for the bid packages and supporting materials.

PROPOSALS

Proposals are solicited on the basis of a unit price bid for the work completed. They shall be made on the printed forms herewith attached. The blank spaces must be filled in correctly where indicated. The amount of the proposal must include all work necessary to make the project ready for operation, as shown on the plans and called for in the specifications. The proposal shall be for the work complete.

In the event of any difference or discrepancy in any amount or amounts which is set out both in words and in figures, in any of the contract documents or in the formal proposal of the Contractor, the written word or words shall not be construed to either limit or destroy the legal status of a unit price Contract.

Proposals that contain any omissions, erasures, or alterations or that contain additions or items not called for in the Contract Specifications and Plans, or that are deemed by the City of Crest Hill to contain irregularities of any kind may be rejected as informal.

No proposals will be accepted unless the bidder submitting it furnishes evidence satisfactory to the City of Crest Hill of his experience and familiarity with work of the character specified and of the legal status of the bidder, that is, as a corporation, partnership, or an individual which must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are

held. A partnership proposer must give the full name and address of all partners. When a firm submits a proposal, the individual names of all its members shall be written and shall be signed in full but the signers may, if they choose, describe themselves, in addition as doing business under a firm name and style.

In cases where a corporation submits a proposal, the proposal must be signed in the name of and under the seal of the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent must present legal evidence that he or she has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state, is the successful proposer, such corporation shall present evidence before a contract of said work is executed that it is authorized to do business in the State of Illinois.

Decisions on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City of Crest Hill to reject any or all proposals and to defer action on awarding a contract for sixty (60) days after proposals are received and opened.

THE PROPOSAL MUST NOT BE DETACHED HEREFROM OR FROM THE CONTRACT BY ANY PROPOSER WHEN SUBMITTING A PROPOSAL.

SOURCE AND NATURE OF FUNDS AVAILABLE

The payment for the proposed improvement referred to herein shall be made by the City of Crest Hill only after it has received a properly executed claim and approved pay estimate.

MATERIAL GUARANTEE

Before any proposal is awarded, the proposer may be required to furnish a complete statement of the original composition and manufacturer of any or all the materials to be used in the construction of the work along with any required samples. These samples will be subjected to the requirements spelled out in the contract documents to determine their quality and if the samples meet the requirements as specified. When the Contractor orders materials which will be subject to the tests as required by the contract documents, he shall state clearly to the Vendor that the material ordered is subject to such tests and the samples will not be used for the completion of work under this contract.

CONSIDERATION OF PROPOSALS/PROPOSAL

See Division 100, General Requirements and Covenants, Section 2, and Section 3, 3-1

BASIS OF AWARD

The award of the proposal will be made based on the summation of unit prices multiplied by the number of units for the entire improvement unless otherwise specified in the project special provisions. The contract for the construction of the work will be awarded based on the lowest total monetary Proposal Price for the entire improvement unless otherwise specified in the project special provisions, submitted by a qualified and responsible proposer. See Division 100, Section 3-2 for additional information.

In determining the most responsive and responsible proposer, , the City reserves the right to take into account and give responsible weight to the items listed in Division 100, Section 2-13.

No proposal will be awarded to any proposer whose work and/or equipment and materials as proposed do not, in the opinion of , the City, conform to the intent of the specifications.

The City reserve the right to award in part or in whole, or to not award whatever is deemed in the best interest of the Municipality. The city of Crest Hill further reserves the right to reject any or all bids.

See Division 100, General Requirements and Covenants, Section 3, 3-2 for timing of award.

PERFORMANCE AND PAYMENT BOND

The successful Contractor shall furnish to the city within ten (10) days after the successful proposer has been notified of the acceptance of his proposal;

1. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the amount authorized or a purchased order issued by the municipality conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans, and contract. The performance bond shall be properly executed and signed at the time of filing of said bonds. Said bonds are to remain in full force and effect up to and including the final acceptance of the work.
2. A payment bond satisfactory to the city executed by surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of the work provided for in the contract, in the amount 100 percent (100%) of the amount authorized or a purchased order issued by the city. In no case shall the bond be in an amount less than one Thousand Dollars (\$1,000).
3. Documents required by this section must be received and approved by the city before a written contract will be issued.

All bonds must be from companies having of at least A-minus and of a class size of at least X as determined by A.M. Best Rating. The cost of acquiring these bonds shall be incidental to the construction contract.

MAINTENANCE BOND

Before the construction bond shall be released, the Contractor shall file a maintenance bond in an amount equal to ten percent (10%) of the amount the contract price prior to completion and final payment of the contract, as a guarantee that all workmanship and material furnished by the Contractor under the Contract shall be kept in satisfactory condition for a period of one (1) year, after the date of acceptance of the work by the City of Crest Hill. The surety required upon such maintenance bond shall be any surety company legally authorized to transact business in the State of Illinois. Said bond to be subject to the approval of the City of Crest Hill.

The cost of acquiring this bond shall be incidental to the construction contract.

RETAINAGE

Retainage will be held based on Public Act 103-0570. 10% will be held up to 50% completion of the project. When more than 50% of the contract is completed 5% will be withheld.

SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the forms provided herein** (use additional forms if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the City of Crest Hill is required.

Notwithstanding written consent to subcontract approved by the City, the Contractor shall perform the Contractor's own organization, work amount to not be less than fifty (50%) percent of the total contract cost, and the materials purchased or produced by the Contractor.

Failure to identify subcontractors could result in disqualification.

SERVICEMEN'S EMPLOYEES TENURE ACT

The Contractor shall abide by the Servicemen's Employees Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

CHILD LABOR LAW

The Contractor shall abide by the Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within the state."

DRUG FREE WORK PLACE

The Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace through the Drug Free Workplace Act. A copy of this policy shall be included with the executed contract to each Municipality.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT

The Contractor agrees to comply with the Substance Abuse Prevention on Public Works Project Act, as amended, 620 ILCS 265/1 et Seq., and further agrees that all of its subcontractors shall comply with such Act.

PREVAILING WAGE RATES

The contractor shall follow the Prevailing Wage Act, as amended, 820 ILCS 130/0.01 et seq. on this project.

The current Prevailing Wages Rates for this project are for Will and Grundy County and they can be found at: <http://www.state.il.us/agency/idol/rates/rates.HTM>

NUMBER OF COPIES OF CONTRACT

See Division 100, General Requirements and Covenants Section 3-5

FAILURE TO EXECUTE CONTRACT

See Division 100, General Requirements and Covenants Section 3-6.

ESTIMATE OF QUANTITIES

The attention of all prospective proposers on the construction improvement provided for herein is also directed to the following:

An Estimate of Quantities for the proposed improvement is included herein. The Estimate of Quantities shown is believed to be substantially correct, but is not guaranteed as to correctness by either the City of Crest Hill, or by the Engineer, or by any representative of the City of Crest Hill or of the Engineer.

INSURANCE

See Division 100, General Requirements and Covenants Section 7-2.

A **Certificate of Insurance** that states **the City** has been endorsed as an “additional insured” by the Contractor’s **Insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted). And their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non-contributory basis for general liability insurance and automobile liability coverage for the duration of the contract term.”**

In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement each municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

CHANGE IN STATUS

The Contractor shall notify the city immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change of greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (e) Contractor ceases to conduct its operations in the normal course of business. The city shall have the option to terminate this agreement with the Contractor immediately on written notice based on any such change in status.

INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices the city or their authorized representavice detailing the services provided directly to the City. All services shall be invoiced based on unit pricing and quantities used. The City shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the City. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

City of Crest Hill

Ronald J Wiedeman

City Engineer

2090 Oakland Avenue

Crest Hill Illinois 60403

AUDIT/ACCESS TO RECORDS

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation, of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract prices. In all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted in pursuant to this provision shall be consistent with accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.\
- E. Records under the subsection above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, these records with relate to any dispute or litigation or the settlement of claims arising out of such performances, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - a. Negotiated prime contractor
 - b. Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed rate contract; and
 - c. Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

- G. The right of access will generally not be exercised with respect to the prime contract, subcontract or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- a. With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - b. If there is any indication that fraud, gross abuse, or corrupt practices may be involved.

COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the municipality in its efforts to comply with the freedom of information Act. 5 ILCS 140/1 et seq.

LICENSE

The successful contractor and all sub-contractors shall have a license to work in the City of Crest Hill.

PROPOSAL and CONTRACT

PROPOSAL

TO THE OWNER, _____

1. Proposal of _____
(name and address of bidder)

(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), 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 the same.
4. 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, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
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, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of 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 per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) 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 penal 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, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within n/a calendar days after the date of the execution of the contract by both parties, or by May 14, 2027 if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within 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 cost 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 construction observation, 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, certified check or bid bond, complying with the requirements of the specifications, made payable to: _____

The amount of the bond, check or draft is _____

_____ (\$ _____).

If the proposal 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 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 substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm 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.

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?

2. (a) Have you done work of this nature? _____
(b) To what extent? (Dollar value) _____
(c) For whom? _____

3. Do you have sufficient equipment to perform this work? _____
If so, list major items: _____

4. Give Bank reference: _____
Address: _____
5. List names and addresses of major suppliers:

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? _____
(a) If so where? _____
(b) For what reason? _____
7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? _____

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? _____
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? _____
10. If awarded contract, work will begin in _____ calendar days.

CERTIFICATE OF ELIGIBILITY TO BID

I, _____ (contractor), pursuant

to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: _____

By: _____
(Name of Contractor)

(Title)

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

Business Address

Insert
Names and
Addresses of
All Members
of the Firm
.....
.....
.....
.....

(If a corporation)

Corporate Name

Signed By
President

Business Address

(Corporate Seal)

Insert
Names of
Officers
President
Secretary
Treasurer

Attest:

Attestor's Title:

Phone Number _____

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

Name of Project

for the Village/City/Town of _____, County of _____,
State of _____ hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By: _____
Company Name

Date: _____

CITY OF CREST HILL DIVISION 100

GENERAL REQUIREMENTS AND COVENANTS

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SECTION 1. DEFINITION OF TERMS

1-1 DESCRIPTION

When a standard specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

Whenever in the specifications and Contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1-2 ABBREVIATIONS

The following organizations are referred to in this specification by abbreviations of the titles. Additional information noted but not detailed can be obtained from these organizations by writing to them.

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
ASSHTO	The American Association of State Highway and Transportation Officials 917 National Press Building Washington, D.C. 20004
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
NSF	National Sanitation Test Laboratory Foundation Box 1478 Ann Arbor, Michigan
ANSI	American National Standards Institute 1430 Broadway New York, New York 10018
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764
FHWA	Federal Highway Administration DOT Building, 400 Seventh St., S.W. Washington, D.C. 20590
OSHA	Occupational Safety and Health Act
MWRDGC	The Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611

CONSULTANT	ENGINEERING CONSULTANT
ISO	Insurance Services Office

1-3 ADDENDA

Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications or corrections.

1-4 AWARD

The decision of the City to accept the proposal of the lowest responsive, responsible bidder for the work, subject to the execution of and approval of a satisfactory Contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1-5 BASE COURSE

The layer or layers of specified or selected material of designed thickness placed on a sub-base or a subgrade to support the surface course.

1-6 BITUMINOUS PAVEMENT

A pavement structure which maintains intimate contact and distributes loads to the subgrade and depends upon aggregate interlock particle friction and cohesion for stability, and a pavement structure which includes a bituminous concrete surface course over a bituminous concrete base course or a portland cement concrete base course.

1-7 BIDDER

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1-8 CONTRACT

The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work (the furnishing of labor and materials, and the basis of payment).

The Contract includes such of the following document parts as may be utilized. These document parts so utilized will be as fully part of the Contract as if therein set out verbatim, or, if not attached, as if attached thereto. The controlling order of priority for these documents on the project is as follows (e.g., A is controlling over B-N, etc.):

- A. Supplemental Agreements (Change Order)
- B. Addenda
- C. Special Conditions of Contract
- D. General Conditions of Contract

- E. Special Provisions to the Specifications
- F. Detailed Specifications
- G. Complete Project Plans or Drawings
- H. General Specifications
- I. Contract
- J. Contractor's Contract Bond
- K. Contractor's Proposal
- L. Notice to Proceed
- M. Notice of Award
- N. Notice to Bidders

1-9 CONTRACTOR

The Bidder awarded the Contract for the Work.

1-10 CONTRACT BOND

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the Work in accordance with the terms of the Contract.

1-11 CORPORATION

With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the State of Illinois

1-12 CULVERT

A drainage structure extending across and beneath a traveled way and having a tubular or box-type cross-section open on both ends.

1-13 ENGINEER

CONSULTING ENGINEER, or an engineer of a municipality, including such assistants as are authorized to represent them, who represents the City during the construction phase activities of the Work.

1-14 FORCE MAIN

A pipe constructed or used to carry sewage under pressure.

1-15 ENGINEERING OBSERVER

The authorized representative of the City or of the Engineer assigned to observe the progress of the Work to determine only if the Work is proceeding in accordance with the technical plans and specifications.

1-16 LABORATORY

An established testing laboratory approved by the Engineer.

1-17 MANHOLE

A vertical enclosed structure providing access to a pipe line or other structure.

1-18 NOTICE TO BIDDERS

The official notice, included in the proposal form, inviting bids for the proposed improvement, including a brief description of the Work.

1-19 CITY

The governmental body, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers or employees. The Department as referenced in the State Specifications.

1-20 PAVEMENT STRUCTURE

The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

1-21 PLANS

All official drawings or reproductions of drawings pertaining to the Work provided for in the contract.

1-22 PLUMBING

Plumbing shall be as defined in the latest adopted Illinois State Plumbing Code, copies of which are available from the Illinois Department of Public Health, Division of Engineering and Sanitation, 535 West Jefferson Street, Springfield, Illinois 62706.

1-23 PROPOSAL {BID}

The written offer of the Bidder to perform the proposed Work.

1-24 PROPOSAL GUARANTY

The security designated in the proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the City for the acceptable performance of the Work and will furnish the required Contract Bond, if the Work is awarded to him.

1-25 RAILROAD

The Railroad or Railway Company whose property is involved in the Work.

1-26 RIGHT-OF-WAY AND EASEMENTS

The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement is in effect.

1-27 SEWER, COMBINED

Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

1-28 SEWER, SANITARY

Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

1-29 SEWER, SERVICE

A branch sanitary sewer line constructed from the main sanitary sewer line to a point described in the Special Provisions or Plans or to a point established by the Engineer.

1-30 SEWER, STORM

A sewer constructed or used for carrying storm water or sub-surface water to a storm water outlet.

1-31 SPECIAL PROVISIONS

Specific directions, provisions, requirements and revisions of the Specifications peculiar to the Work under consideration which are not satisfactorily provided for in the Specifications. The Special Provisions set forth the final contractual intent as to the matter involved. The Special Provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

1-32 SPECIFICATIONS

The body of directions, provisions and requirements contained herein, or in any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities or the quality of materials to be furnished under the contract.

1-33 STATE SPECIFICATIONS

IDOT, Standard Specifications for Road and Bridge Construction, latest edition at the time of Bid. This book outlines the general requirements and covenants to all improvements, as well as provisions referring to materials, equipment and construction requirements for individual items of work.

1-34 SUBCONTRACTOR

The individual, firm, partnership or corporation to whom the Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the Work covered by the contract.

1-35 SUB-BASE

The layer or layers of specified or selected material of designed thickness placed on a sub-grade to support a base course.

1-36 SUB-GRADE

The top of surface of a roadbed upon which the pavement structure and shoulders are constructed.

1-37 SUPPLEMENTAL AGREEMENT

The written agreement executed by the City and the Contractor, with the assent of the Contractor's surety, covering modifications or alterations of the terms of the original Contract.

1-38 SUPPLIER

Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design.

1-39 SURETY

The corporate body, individual or individuals which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the Work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

1-40 SURFACE COURSE

One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "wearing course".

1-41 WATER MAIN

A pipe constructed or used to carry potable water under pressure.

1-42 WATER SERVICE LINE

That line connected to the water main, which delivers potable water to the user's facilities.

1-43 THE WORK

The improvement advertised for bids, described in the Proposal form, indicated on the Plans and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof.

SECTION 2. PROPOSAL REQUIREMENT AND CONDITIONS

2-1 CONTENTS OF THE PROPOSAL FORM

Bidders will be furnished with forms stating the location and description of the Work contemplated, the approximate quantities of Work to be performed, the amount of the Proposal Guarantee, requirements pertaining to labor, and the date, time and place of filing and opening Proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the award of the Contract. The City and Engineer do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the Work.

Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The City reserves the right to omit any item or items, or to increase or decrease any or all items as provided in Section 4-3.

2-3 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder shall, before submitting his bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of Contract and bond. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The City or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The City or Engineer assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The City or Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, shown on the Plans relative to the location of underground utility.

facilities. It shall be the Contractor's responsibility to obtain from the respective utility companies detailed information of the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

2-4 ENGINEER'S ESTIMATE

The Engineer's "Estimate of Cost" as prepared for the City for the work to be completed under this contract may or may not be available to the Bidders at the discretion of the City or the Engineer. If the "Estimate of Cost" is available, it shall be given to all prospective bidders upon request.

2-5 PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the City. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he shall show the products of respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, certified to by the secretary.

2-6 MULTIPLE BIDS

If multiple Bids are to be received, bidding shall be in accordance with the instructions in the Special Provisions

2-7 REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or proposals otherwise regular which are not accompanied by the proper proposal guaranty shall be rejected as informal or insufficient. However, the City reserve the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the City.

2-8 PROPOSAL GUARANTY

Each proposal shall be accompanied by a bid bond, bank draft, bank cashier's check, or properly certified check for not less than ten per cent (10%) of the amount Bid unless otherwise specified in the Special Provisions.

If a multiple Bid is submitted, the bid bond, bank draft, bank cashier's check, or certified checks, which accompany the individual Proposals making up the combination, will be considered as also covering the multiple Bid.

See Paragraph 3-3 regarding return of Proposal Guaranty.

The bid bond, bank draft, cashier's checks, or certified checks accompanying Proposals shall be made payable to the City.

2-9 DELIVERY OF PROPOSALS

The City will receive bids electronically through QuestCDN and the Quest vBid (VirtuBid) online bidding system. Bidders must be registered with QuestCDN, download the bidding documents, and submit bids electronically through vBid prior to the stated closing time. Bidders must establish an "On-Line Bid ID Code" to submit bids and may be required to download all addenda prior to bid submission.

The City is not responsible for a bidder's failure to submit an electronic bid due to bidder-side hardware, software, internet connectivity, or account issues. Bidders are encouraged to submit bids well in advance of the deadline.

2-10 WITHDRAWAL OF PROPOSALS

Permission will be given a Bidder to withdraw a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same Work at the same letting.

2-11 WITHDRAWAL OF PROPOSAL GUARANTY

See Paragraphs 3-2 and 3-3 on award of Contract and return of Proposal Guaranty.

2-12 PUBLIC OPENING OF PROPOSALS

Electronic bids shall be securely stored within QuestCDN until the bid deadline. At the bid closing time, authorized City staff will access QuestCDN letting functions to view submissions and proceed with acceptance/review and display as appropriate. City staff may mark bids as Accepted/Rejected/Under Review based on responsiveness checks before displaying bid tabs. Bid prices and tabulations may be released following an initial responsiveness review and in accordance with City award procedures. No live, in person, or virtual bid opening shall be conducted.

2-13 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and rejection of his Proposal.

- A. More than one Proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- D. Failure to submit a unit price for each item of Work listed in the Proposal.
- E. If the Proposal form is other than that furnished by the City or if the form is altered or any part thereof is detached.

- F. If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- G. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. If the Proposal is not accompanied by the proper proposal guaranty.
- I. If the Proposal is prepared with other than ink or typewriter.
- J. Lack of competency as revealed by financial statement or experience questionnaire.
- K. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- L. Uncompleted work, which, in the judgment of the City, might hinder or prevent the prompt completion of additional work.
- M. False information provided on a Bidder's "Contractor's Statement."
- N. Failure to comply with any prequalification regulations of the City.
- O. Default under previous contracts.

2-14 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the City within two (2) weeks after request, with satisfactory evidence of his competency to perform the Work contemplated. When requested, he shall submit to the City a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal, and shall do so within the same two weeks from the time of request.

Before an award is made, the Bidder may, at the option of the City be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

2-15 MATERIAL SUBSTITUTIONS

If restrictions of any governmental authority prohibit the use of certain items that are required by the Plans and Specifications, substitution for such items will be determined by the City.

Each Bidder shall base his bid on the furnishing of all items exactly as shown on the Plans and as described in the Specifications. The successful Bidder will not be authorized to make any substitutions

on his own volition, but in each and every case must obtain a properly authorized change order from the City on his Contract before installing any work in variance with the Contract requirements.

2-16 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City and Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2-17 STATUS OF RIGHT-OF-WAY, EASEMENT AND CONSTRUCTION EASEMENT ACQUISITION

Each bidder is instructed to fully acquaint himself with the status of the right-of-way, easement and construction easement acquisition at the time of submission of his proposal and the possibility of the acquisition of the parcels remaining to be acquired, if any, in time so as not to interfere with the progress of his work under this contract, and the City shall not be liable to any damage that may occur to him for any and all delay through delay of the City in securing the necessary right-of-way, easement and construction easement.

The City agrees that it will make every effort to acquire any right-of-way, easement and construction easement with all speed and diligence possible.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 CONSIDERATION OF PROPOSALS

The proposals received will be compared on the basis of the summation of the products of the items of Work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the City will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations, which the City may elect to make.

3-2 AWARD OF CONTRACT

Except in cases where the City exercises the right reserved to reject any or all Proposals, the Contract will be awarded by the City, as soon as practicable after the opening of Proposals.

Unless otherwise specified, if a Contract is not awarded within forty-five (45) days after the opening of Proposals, a Bidder may file a written request with the City for the withdrawal of his bid or award date may be extended by mutual consent of the City and Bidder. The City will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's Proposal Guaranty.

3-3 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two lowest Bidders will be returned as soon as the Contract and Bond of the successful bidder have been properly executed and approved.

If Contracts cannot be awarded promptly, the City shall permit the two (2) lowest Bidders to substitute for the bank cashier's checks, or certified checks which they may have submitted with their Proposals as Proposal Guaranties, a bid bond executed by a corporate surety company satisfactory to the City, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Proposals.

3-4 REQUIREMENT OF CONTRACT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the City a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the City, and the surety shall be acceptable to the City.

3-5 EXECUTION OF THE CONTRACT

The contract shall be executed by the successful Bidder. The bond, when required, shall be executed by the principal and the sureties, and executed Contract and Contract Bond shall be presented to the City within fifteen (15) days after the date of notice of the award of the Contract.

Each Contract must be executed in three (3) original counterparts, and there shall be executed original counterparts of the Contract Bond in equal number to the executed original counterparts of the Contract. One (1) copy each of such executed documents will be retained by the City and the Engineer, the third will be delivered to the Contractor.

3-6 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and an acceptable Contract Bond and acceptable insurance certificates as provided herein, within fifteen (15) days from the date of receipt of Contract documents from the City will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the City, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

SECTION 4. SCOPE OF WORK

4-1 INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the contract is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract, plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. Contractor shall be solely responsible for all safety procedures and safety violations. The quantities appearing in the bid schedule of prices are estimates prepared for the establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased, or omitted as herein provided.

Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Engineer and receipt of written authorization as provided herein.

The latest edition of the State Specifications and Standard Specifications for Water and Sewer Construction in Illinois shall be the basis and govern this contract unless otherwise provided by special provision or exception.

4-2 SPECIAL WORK

Should any construction or requirement not covered by the Specifications be anticipated on any proposed Work, Special Provisions for the same will be prepared and included in the Proposal form, which Special Provisions shall be considered as a part of the Specifications the same as though contained fully herein.

4-3 CHANGES

The City reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following:

- A. All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (C) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- B. Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities will be paid for as specified in paragraph (a) above. Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.
- C. Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Section 9-4.

4-4 PERIODIC AND FINAL CLEANUP

From time to time or as may be ordered by the City and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the City, the Work may be done by the City and the cost thereof be charged to the Contractor and be deducted from his Contract price. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the City.

All Cleanup shall be performed as specified in the various sections of these Specifications or in the Special Provisions.

4-5 LUMP SUM CONTRACTS

On lump sum Contract, when specified in Special Provisions, or Contracts containing lump sum items, the lump sum contract price shall include the furnishing and installation of all Work described in the Specifications and/or shown on the Plans.

4-6 LOCAL ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of all existing laws, ordinances, and regulations of the municipality affecting the work and/or material of this Contract. If any inconsistency is discovered between the Plans, Specifications and those covered by local municipal laws, ordinances, or regulations, it shall be reported to the City and Engineer.

4-7 PREFERENCE TO VETERANS

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war".

SECTION 5. CONTROL OF THE WORK

5-1 PLANS AND WORKING DRAWINGS

The Contractor shall submit to the Engineer such shop, working, or layout drawings pertaining to the construction of the Work, as may be required. These drawings shall be reviewed by Engineer for general conformance with the design concept only. This review by the Engineer does not relieve the Contractor and/or fabricator/vendor of responsibility for conformance with the Contract documents (see 1-8) and applicable codes, all of which have priority over these shop, working and layout drawings. Corrections or comments made on the shop drawings by the Engineer during this review process do not relieve the Contractor from compliance with the requirements of the Contract documents (1-8) and applicable codes.

When the Contract includes Work adjacent to a railroad and false work, cofferdams, or sheeting is required, the Contractor shall submit to the Engineer for his approval and the Railroad Engineer's approval, plans for the false work, cofferdams, or sheeting by a Registered Structural Engineer. It shall be the responsibility of the Contractor to contact the railroad to determine how to meet their requirements. The cost of meeting those requirements shall be borne by the Contractor. The plans shall be submitted sufficiently in advance of the time the Contractor intends to start work to permit checking. No such work shall be started prior to receipt by the Contractor of approval of the Plans for the false work, cofferdams, or sheeting.

The cost of furnishing such Drawings shall be incidental to the contract and no additional compensation will be allowed the Contractor for any delays resulting therefrom.

5-2 CONFORMITY WITH PLANS AND SPECIFICATIONS

It is the intent of the Specifications that all Work performed, and all materials furnished shall be in conformity with the lines, grades, cross section, dimensions and material requirements shown on the Plans or indicated in the Specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the Engineering Plans and technical Specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

5-3 COORDINATION OF COMPONENT PARTS OF THE CONTRACT

The Specifications, the accompanying Plans, the Proposal, the Special Provisions, and all other contract documents are intended to describe a complete Work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, Plans shall govern over Specifications, Special Provisions shall govern over both Specifications and Plans, and quantities shown on the plans shall govern over those shown in the Proposal. Neither the City, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the City shall be permitted to make such minor changes or alterations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Any corrections or alterations so made shall be subject to the provisions of Section 4-3.

5-4 COOPERATION BY CONTRACTOR

The Contractor will be furnished necessary copies of the Plans and Special Provisions, and he shall have one copy of each available on the work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the City and Engineer in every way possible. He shall have on the Work site at all times a competent, English-speaking representative authorized to receive orders and act for him and shall not replace him without prior written notification to the City.

5-5 UTILITIES

Not all of the gas, power, telephone or cable television lines, whether above or below ground, have been shown on the drawings. The location of existing underground utilities, such as water mains, sewers gas mains, etc., as shown on the drawings, have been determined from the best available information and are given for the convenience of the Contractor. The Contractor must assume responsibility for location and protection of all utilities, whether shown or not, and must realize that the actual locations of the utilities shown on the drawings may be different from the location indicated.

It is the responsibility of the Contractor to phone the Joint Utility Locating Information for Excavators (J.U.L.I.E.) at least 48 hours before excavation starts (except Saturday, Sunday and Holidays) phone toll free 1-800-892-0123. The Contractor shall also be responsible for having the "Dig Number" assigned as a result of the phone request available at the construction site and at his office.

It is understood and agreed that the Contractor has considered in his Proposal all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances of the operation of moving them either by the utilities company or by the Contractor; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

5-6 COOPERATION BETWEEN CONTRACTORS

If separate contracts are let for Work comprising an entire improvement, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors.

The Contractor shall as far as possible arrange his Work, and place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. In case of dispute, the latest approved progress schedule shall govern.

5-7 CONSTRUCTION STAKES

Construction stakes and/or paint will be furnished and set by the Engineer to mark the general location, alignment, elevation and grade of the Work. The Contractor shall exercise proper care in the preservation of stakes set for his use or the use of the Engineer. The Contractor shall pay for the cost of replacing stakes damaged by his operation or those stolen by others.

5-8 AUTHORITY AND DUTIES OF OBSERVERS

Observers employed by the City or by the Engineer shall be authorized to observe the progress of the Work to determine if the Work is proceeding in accordance with the technical Plans and Specifications, and to perform such other duties as may be designated by the Engineer. However, the Engineer shall not be responsible for the construction means, methods, techniques, sequences or safety procedures and precautions in connection with the work by the contractors.

5-9 ENGINEER'S FIELD OFFICE AND/OR LABORATORY

When required by the Special Provisions, the Contractor shall furnish a field office and laboratory. The field office and/or laboratory shall be a weatherproof building for the exclusive use of the Engineer. It shall be independent of any building used by the Contractor. All keys to the building shall be turned over to the Engineer. The Engineer shall designate the location of the building and it shall remain on the site until released by the Engineer.

The building shall conform to the following requirements:

Floor space, not less than	120 square feet
Height of ceiling, not less than	8 feet
Windows, not less than	3
Door, with lock approved by the Engineer	1
Instrument locker, 2 feet x 3 feet x 4 feet, with adjustable shelves	
Hinged wall table	3 feet x 6 feet

The Contractor shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The conditions shall be acceptable to the Engineer.

When shown on the plans or specified in the Special Provisions, the Contractor shall furnish two (2) buildings conforming to the above requirements, one to be used as a field laboratory, and each to be located where designated by the Engineer.

With the approval of the Engineer, a mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the above described building or buildings.

The cost of furnishing the building or buildings, light, heat, and air conditioning shall be paid for at the contract lump sum price for "FIELD OFFICE AND/OR LABORATORY". The office and/or laboratory shall remain the property of the Contractor when the Work is completed.

5-10 CONSTRUCTION OBSERVATION

All materials and each part or detail of the Work may be subject at all times to observation by the Engineer and the City, or their authorized representatives, and the Contractor will be held strictly to the true intent of the Contract documents in regard to quality of materials, workmanship and the

diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop. The Engineer, or his representatives, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review. The duty of the Engineer to conduct observations and construction review of the Contractor's performance shall not include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Engineer shall not at any time supervise, direct, or have control over any contractors' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any Contractor to comply with laws and regulations applicable to contractors' work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. Engineer shall have no authority to stop the work of any contractor on the Project. The Engineer's efforts will be directed toward providing assurance for the City that the completed project will conform to the Plans and Specifications as prepared by the Engineer, to safeguard the City against variances and deviations from the Plans and Specifications, and to assist in a correct interpretation of the Plans and Specifications.

The Engineer shall not have control of the construction and does not have a right, duty or responsibility to stop work for any reason including any contractor's failure to follow proper safety precautions or any acts or omissions. The Engineer shall not be responsible for the acts, errors or omissions of any contractor or any of their agents or employees or any other person performing any of the Work under the Contract.

The Contractor shall, upon written notice from the City, remove or uncover such portions of the finished Work as he may direct, before the final acceptance of the same. After examination, the Contractor shall restore said portion of the Work to the standard required by the Contract documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as Extra work, unless otherwise provided in the Contract documents, but if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract documents shall be borne by the Contractor.

The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Any reference to "supervision" by the Engineer in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction or any other referenced documents shall be changed to "observation."

When the State and/or Federal Government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the observation of the representatives of those Governments, but such observation shall in no sense make those Governments a part of the Contract.

5-11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Work done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Work so done may be ordered by the City to be removed or replaced at the Contractor's expense.

All work, which has been rejected, shall be remedied or removed and replaced so as to comply with the Plans and Specifications by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the City made under the provisions of this article, the City shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the contract price due or become due to the Contractor.

5-12 FINAL ACCEPTANCE

The Engineer shall make final acceptance of all Work included in the Contract, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Engineer, he shall inform the Contractor in writing as to the particular defects to be remedied before final acceptance can be made.

The Contractor shall be relieved of normal maintenance responsibilities for any sections of the work, which are completed and accepted by the City prior to project completion. For the remainder of the Work, the guarantee period shall be as stated in Section 7-16.

When the Contract includes work for which the County, State and/or Federal Government is to pay a portion of the cost thereof, such work shall also be subject to the inspection and approval of the representatives of those governments.

5-13 PUBLIC CONSTRUCTION BID ACT, 30 ILCS 557—1-Deleted.

SECTION 6. CONTROL OF MATERIAL

6-1 QUALITY OF MATERIALS

It is the intent of the Specifications that first-class materials shall be used throughout the Work, and that they shall be incorporated as to produce completed construction, which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples of all test material shall be borne by the Contractor. The cost of all testing shall be borne by the City. Only materials, which conform to the requirements of these Specifications, shall be incorporated in the Work.

6-2 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any written order of the City pursuant to the provisions of this article, the City shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due to become due the Contractor.

6-3 TESTING MATERIALS

All materials should be tested and approved by the Engineer before incorporation in the Work. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the Work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making observations.

6-4 SAND, GRAVEL AND CRUSHED STONE

The source of sand, gravel and crushed stone construction shall be approved by the Engineer prior to usage. The approval shall be based upon testing of samples furnished by the Contractor and tested by the Engineer for conformance with Specifications. Approval shall be contingent upon the Contractor using materials on the job, which conform with the samples satisfactorily tested.

6-5 CONCRETE

Samples of concrete used in construction shall be taken by the Contractor and made into test cylinders in conformance with ASTM C31. The City shall provide the services of an independent testing laboratory to collect and test the cylinders in conformance with ASTM C39, and furnish a copy of test results to the Engineer. Any concrete, which tests indicate failed to conform to the Specifications, shall be removed and replaced at Contractor's expense. At the option of the City, the concrete may be accepted and agreed upon adjustment in payment.

6-6 MISCELLANEOUS MATERIALS

Fittings, valves, castings, hydrants, house service pipes, masonry blocks, bricks, manhole sections or other miscellaneous manufactured materials used in water and sewer construction shall be furnished

with the implied guarantee that such materials conform with the requirements of the Specifications. The Engineer reserves the right to require a certified statement from the manufacturer of such materials that the specific materials have been inspected and tested and conform with the Specifications.

6-7 JOB SITE OBSERVATION

Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials, which have been damaged or have visible flaws. The Engineer also reserves the right to make such observation, but failure to detect irregularities does not relieve the Contractor of responsibility to remove and replace materials, which are found to be defective after installation.

6-8 STORED MATERIALS

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials shall be inspected at the time of use in the Work, even though they may have been inspected and approved before being placed in storage. The Contractor may use the right-of-way for storage of materials. If stockpiling is done outside the right-of-way, the additional space required shall be provided by the Contractor at his expense.

6-9 "OREQUAL" CLAUSE

Whenever, in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer, or vendor, the term "or equal", if not inserted shall be implied except where the Proposal provides for alternate bids. The specific article, materials, or equipment mentioned shall be understood as indication of the type function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents and City's approval of materials and equipment before they are incorporated in the project.

SECTION 7. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

7-1 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal laws, State laws, County laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these laws, ordinances and regulations.

The Contractor shall indemnify and save harmless the City, the Engineer, and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

7-1.01 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless City and Consultants and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Contractor shall defend, indemnify and hold harmless City, Consultants, and their respective officers, agents and employees from and against all claims, damages, losses, costs and expenses arising out of, relating to, or incurred in connection with the use by Contractor, its officers, agents, subcontractors and employees of any equipment, materials, tools, construction equipment, machinery, and/or motor vehicles owned or leased by City. The indemnification provided by this Section shall apply regardless of whether City consents to the use of equipment by Contractor.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it

fails to incorporate such a waiver of liability limitation in its agreements with said subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its subcontractors will designate City and CONSULTANTS as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label City and CONSULTANTS as an "intended third party beneficiaries" in all contracts entered in furtherance of this contract.

7-2 INSURANCE REQUIREMENTS

7-2.01 GENERAL

The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in 7-2.02 MINIMUM INSURANCE REQUIREMENTS.

The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provisions has been obtained. The insurance companies must be authorized to do business in the State of Illinois.

The insurance companies providing coverage shall have a standard and poor's rating of A++ or better.

Any deductibles will be the responsibility of the Contractor and Subcontractor. The Contractor will need to demonstrate the financial capacity to fund a \$50,000 deductible amount.

The Contractor shall be solely responsible for enforcing compliance with these insurance requirements by all Subcontractors of any tier.

A. PRIMARY INSURANCE

All insurance required of the Contractor shall be specifically endorsed so that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverage, those coverages shall be deemed to be on an excess or contingent basis.

B. NO WAIVER OF INSURANCE REQUIREMENT BY CITY

Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor or any Subcontractor of any tier to start before receipt of certificates of insurance, endorsements, and other required insurance documents; or

2. Failure to examine, or to demand correction of any deficiency of, any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the City.

C. *INSURANCE DOES NOT LIMIT LIABILITY*

The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way for damages suffered by City (e.g., in excess of policy limits, because of deductibles, or not covered by the policies purchased).

D. *NOTIFICATION OF PERSONAL INJURY/PROPERTY DAMAGE*

The Contractor shall notify the City, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

7-2.02 *MINIMUM INSURANCE REQUIREMENTS*

The insurance coverage required of the Contractor and any Subcontractors shall be written for not less than the following, or greater if required by law:

- A. *Workers' Compensation and Occupational Disease Insurance*** in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.
- B. *Commercial General Liability Insurance*** provided by ISO form CG 0001 with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City. This shall include a 2-year tail for completion operations.
 1. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by City, or such longer period as may be reasonably required by the City.
 2. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City or CONSULTANTS as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.

3. Claims-Made coverage triggers are not acceptable to City.
4. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and Contractors Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.02O for OCP requirements)
5. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
6. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims.
7. Residential Work exclusions or limitations, in any form, are not acceptable to Contractor.

C. Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, CONSULTANTS, and any other parties as may be reasonably required by City, for liability arising out of the actions of Contractor, whether by endorsement or otherwise. This policy must also include provisions that cover the vehicle and employers liability.

D. Excess or Umbrella Liability Insurance. (a) for any Contractor and any Subcontractors who perform any excavation, underground utility, trucking, directional boring, environmental/remediation or significant amount of work on the project, limits shall be not less than \$10,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits. (b) for all other Contractors and Subcontractors, limits shall be at least \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits. All contractors and subcontractors shall also have excess coverage as follows:

Employer's Liability \$1,000,000/ \$1,000,000 / \$1,000,000

Commercial General Liability \$1,000,000 per occurrence

Commercial General Liability \$2,000,000 general aggregate

Commercial General Liability \$2,000,000 completed operations aggregate

Comprehensive Auto Liability \$1,000,000 combined
single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, Consultants, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E. *Pollution Liability* in the amount of \$2,000,000 per occurrence and \$2,000,000.00 in the aggregate or such higher sum as may be reasonably required by the City. This requirement covers the Contractor's use of, transportation, removal and/or disposal of hazardous materials and/or pollutants. Additionally, this requirement must apply to any disposal site receiving hazardous materials and/or pollutants. Pollution means the actual or alleged discharge, dispersal, release, seepage, migration, growth, or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacterial matter, legionella pneumophila, asbestos, lead, silica, liquids or gases, waste materials, contaminants, or other irritants, into or upon land, the atmosphere, any structure on land, the atmosphere contained within that structure, or any watercourse or body of water, including groundwater. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

F. *Professional Liability* in the amount of \$5,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the Contractor's duties that involve professional architectural, engineering, design or consultation work. Any applicable deductibles and/or retention's must be noted on the Certificate of Insurance. Policy exclusions are not allowed for pollution, including mold, fungi or bacteria including the vapor produced or arising therefrom. Please see the project *Special Provisions* for the project specific needs of this policy. This shall include a 2-year completion operations tail.

G. *Property and Equipment* Contractor shall purchase and maintain at its own discretion and expense, Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any equipment, tools or tangible personal property. Contractor assumes all liability and risks, and agrees to waive all claims against City and CONSULTANTS for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of City and CONSULTANTS. Any and all subcontractors agree to assume the same liabilities and risks as Contractor.

- H. Each of Contractor's** General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.
- I. An endorsement** in favor of the Additional insured(s) waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Pollution Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J. Self-funded** or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to City on any insurance coverage required in this agreement. If the Contractor has such a program, full disclosure must be made to City and CONSULTANTS prior to any consideration being given.
- K. Any subcontractor** employed by Contractor shall have equivalent coverage.
- L. A Certificate of Insurance**, including copies of the Additional Insured endorsements, shall be sent to City or CONSULTANTS prior to the commencement of any Work (please see the sample attached at the end of Section 7). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and CONSULTANTS and shall be submitted to City or CONSULTANTS in a timely manner so as to confirm Contractor's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.
- M.** Contractor shall provide written notice via email of any cancellation notice received by Contractor from any insurer providing insurance as required in this Agreement within two (2) business days of Contractor's receipt of such notice.
- N. Permitting Contractor** to commence Work prior to CONSULTANTS's receipt of the required certificate shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by City or CONSULTANTS of insurance submitted by Contractor shall not relieve or decrease in any manner the liability of the Contractor for its performance under this Agreement.

In the event Contractor fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the Contractor, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of the Contractor to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

In the event Contractor or its insurance carrier(s) defaults on any obligations under this insurance provision, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

O. City and Contractor's Protective Liability Insurance

If the Contractor is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and Contractor's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage Combined

\$5,000,000 Each Occurrence

\$10,000,000 Annual Aggregate
2. The Contractor will furnish and maintain during the entire period of construction a City and Contractor's Protective Liability policy written in the name of the City and CONSULTANTS with not less than the limits indicated. The named insureds shall be:
 - a. City
 - b. Consultant, If Required.
3. Proof of insurance for the coverages required to be purchased by the Contractor, including the City's and Contractor's Protective Policy shall be submitted to CONSULTANTS for transmittal to the City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to CONSULTANTS. With respect to all other coverages required to be purchased by the Contractor, proof of insurance shall consist of a Certificate of Insurance issued by the Contractor's insurance agency.
4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any Contractor or Subcontractor.

P. Railroad Protective Insurance will be required by Special Provisions if needed.

Q. Builder's Risk Insurance is not provided by the City unless specified on the Contract. The Contractor is responsible for any loss that would be insured by such coverage. On

Contracts for construction of buildings, bridges, or other structures, all Builder's Risk coverage may be required by Special Provisions. Such coverage shall name the City, Contractor, subcontractors, and suppliers, as their interests may appear as named insureds.

7-3 PERMITS AND LICENSES

The Contractor, prior to commencing work, shall at his own expense procure all permits, licenses, and bonds necessary for the prosecution of the work, required by Municipal, County, State and Federal regulations, unless specifically provided otherwise in the Special Conditions of the Contract.

The Contractor shall also give all notice, pay all fees, and comply with all Federal, State, County and Municipal laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the Work.

7-4 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the City of the patent or a duly authorized licensee of such City, and shall save harmless the City and the Engineer from any and all loss or expense on account thereof, including its use by the City.

7-5 STATE AND FEDERAL PARTICIPATION

When the County, State, and/or the Federal Government pays all or any portion of the cost of the Work, the Work shall be subject to the inspection of the appropriate agency.

7-6 SANITARY PROVISIONS

The Contractor shall comply with all rules and regulations of the Federal, State, County, and local health departments, and shall take precautions to avoid creating unsanitary conditions. The City or Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall notify the City at least five (5) days in advance of the starting of Work, which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the Work as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner. (See also 7-9, 7-14 and 8-6.)

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements will not be paid for separately, but will be incidental to the Contract and no extra compensation will be allowed.

7-8 BARRICADES AND WARNING SIGNS

When any section of road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads in accordance with the Illinois Manual of Uniform Traffic Control Devices.

If during the progress of the work, it is necessary to provide access to private property along the road, the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags and lights as may be necessary to protect the Work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the work and provide for safe and convenient public travel by providing, erecting, and maintaining such barricades, red flags, and lights as are necessary.

The Contractor's responsibility for the work, as provided in Section 7-15, shall apply, even though barricades, signs, red flags, and lights are installed as required above.

The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract and no extra compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-9 DEBRIS ON TRAVELED SURFACE OR STRUCTURES

Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-10 EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES

The traveled surface and structures on or adjacent to the work shall be protected, from damage by lugs or cleats on treads or wheels of equipment.

All equipment used in the prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the City. Before using any equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The City will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-11 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations, which govern the use of explosives. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-12 USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, he shall make application to the proper authorities, and shall conform to the municipal ordinances, rules or regulations concerning their use. Water from hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

7-13 PROTECTION AND RESTORATION OF PROPERTY

If corporate or private property interferes with the Work, the Contractor shall notify, in writing, the City of such property, advising them of the nature or disposition of such property. The Contractor shall furnish the City with copies of such notifications and with copies of any agreements between him and the property Owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops and fences contiguous to the Work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey monuments, or other similar monuments, until the City or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the City of the presence of an such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from error, neglect, misconduct or omission in his manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the City may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or

otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations. As soon as construction operations permit, he shall set the mailboxes at their permanent locations. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as incidental to the Contract, unless otherwise specified in the Special Provisions.

7-14 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Any traffic sign within the limits of construction, which interferes with construction operations, may be removed by the Contractor when authorized by the traffic sign City. Any traffic sign, which has been removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign City, and as soon as construction operations permit, the sign shall be set at its permanent location. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the contract.

The Contractor shall replace at his own expense any traffic sign or post which has been damaged due to his operations.

Any traffic sign designated as critical by the traffic sign City shall not be disturbed and no additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by him due to any special construction methods required in prosecuting his work due to the existence of such traffic signs.

7-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the control and care of the Contractor until final acceptance or use or occupancy by the City. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the City, the provisions of this article shall not apply to damage caused by such use and not due to the Contractor's fault or negligence.

When materials are furnished to the Contractor by the City for inclusion in the work, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

In case of suspension of Work by the Contractor, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

7-16 GUARANTEE PERIOD

The Contractor shall warrant all Work performed for a period of one (1) year from the date of final acceptance in writing by the Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire Work, the guarantee for the part so accepted shall be for a period of one year from the date of such partial acceptance, in writing, by the Engineer.

In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Work in accordance with the Plans and Specifications, and that the manufacturer will repair or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that he will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings.

7-17 PERSONAL LIABILITY OF CITY'S AGENTS

In carrying out the provisions of this contract, or in exercising any power or authority granted to the City, there shall be no personal liability upon any officer or authorized agent of the City provided the City is a governmental body, it being understood that all such persons act as agents and representatives of the City.

7-18 NO WAIVER OF LEGAL RIGHTS

The City and the Engineer shall not be precluded by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City shall not be precluded, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as if it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

7-19 SAFETY

Contractor shall comply with State and Federal Safety regulations as outlined in latest revision of Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulation of Occupation Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (rev.). The City or Engineer shall not be responsible for determining the Contractor's compliance with these regulations.

The Contractor is solely responsible for the safety procedures, programs and methods of its employees, subcontractors of every tier, and agents. Contractor shall hold the City and the Engineer harmless for any and all damages resulting from violations thereof.

7-20 USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the City of the land (or his agent), a copy of which authorization shall be filed with the City.

7-21 USE OF WATER

Contractors desiring to use water furnished by the City will be required to make application for extension to the proper authorities and conform to the rules and regulations provided in such cases by the municipal ordinances and pay the usual water rates or fees.

7-22 COST OF SERVICES

The Contractor will be required to pay the established water rates for water obtained from the City. Large quantities of water for flushing trenches, filling mains, testing or other operations shall be drawn only at night or at times specifically authorized by the City.

The cost of all power, lighting and heating required during construction shall be paid by the Contractor and its costs merged in the contract price.

7-23 WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and to secure first-class construction throughout, and then only subject to permission of the City.

7-24 SUNDAY WORK

No work shall be performed under these specifications at night or on Sunday and legal holidays without the approval of the City. If it is found necessary to continue the work at night or on Sunday or on a legal holiday, the Contractor will be charged for the Engineering and observation at such times at the rate of Seven Hundred Fifty Dollars (\$750.00) per day of eight (8) working hours for each person doing such work on the job, and the amount will be deducted from money due to the Contractor at the time of settlement.

7-25 WATCHMEN

Watchmen are to be provided by the Contractor at the site of the project to prevent loss, damage to property, or accidents.

7-26 CONSTRUCTION DEBRIS

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, City, and operator of the facility where the

August 2026

debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

7-27 SAMPLE INSURANCE CERTIFICATE

Email all Certificates to the City or designated Consultants

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE SUBMITTED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in favor of such endorsements.

AGENT YOUR INSURANCE AGENT NAME YOUR NAME AND ADDRESS	CONTACT NAME PHONE NO. FAX NO. E-MAIL ADDRESS CARRIER MUST BE RATED RATED BY RATED DATE RATED CLASS RATED RISK
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES ENDSORSED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	COV. CLASS	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLINGING ☐ OCCUR SEPARATE AGGREGATE LIMIT APPLIES PER ☐ PER POLICY ☐ PER OCCASION	Y Y	POLICY NUMBER	EFF. DATE	EXP. DATE	AUTO/EXCESS/PROPERTY DAMAGE PERSONAL AUTO/EXCESS/PROPERTY DAMAGE PERSONAL AUTO/EXCESS/PROPERTY DAMAGE PERSONAL AUTO/EXCESS/PROPERTY DAMAGE PERSONAL AUTO/EXCESS/PROPERTY DAMAGE PERSONAL AUTO/EXCESS/PROPERTY DAMAGE PERSONAL AUTO/EXCESS/PROPERTY DAMAGE
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COVERAGE OF SPECIAL RISKS: LOCATIONS, VEHICLES (attach schedule), ADDRESS (attach schedule), (attach schedule) is required.

REG. JOB NUMBER AND PROJECT NAME AND ADDRESS:

Additional insured with respect to Commercial Liability, Auto Liability and Umbrella/Excess Liability on a primary and non-contributory basis when required by contract (Owner and Architect/Engineer (A/E)) Owner is Certificate Holder, Waiver of Subrogation in favor of listed address at insured with respect to General Liability, Auto Liability, Umbrella/Excess Liability and Workers' Compensation policies. Additional insured with respect to General Liability coverage per ISO form CG2010 and CG2017 or equivalent forms. Umbrella/Excess is on a follow form basis and is primary and non-contributory.

CERTIFICATE HOLDER OWNER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 33 (10/16/09)

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SECTION 8. PROSECUTION AND PROGRESS

8-1 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the City. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, Work amounting to not less than 50 per cent of the total Contract, except that any items designated in the Contract as "specialty items" may be performed by subcontract and may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract. All transactions of the City shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

8-2 PROGRESS SCHEDULE

Promptly after the award of the contract, if requested, the Contractor shall submit to the City a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up on the contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the City in regard to the prosecution of the Work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking progress of the Work.

8-3 PRE-CONSTRUCTION CONFERENCE

Unless the need for a preconstruction conference is waived by the Engineer, the Contractor shall make himself and his representatives available to meet with the Engineer and other representatives of the City, prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

8-4 PROSECUTION OF THE WORK

The Contractor shall begin the Work to be performed under the contract not later than ten (10) days after the execution and acceptance of the Contract, unless otherwise provided, but not prior to the execution of the Contract.

8-5 COMPLETION DATE

The Contractor shall complete all Work on or before the stipulated completion date, or on or before a later date determined as specified herein; otherwise, the City may proceed to collect liquidated damages described hereinafter.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the time of completion shall be extended in whatever amount is determined by the City.

An "Act of God" means an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God", and no extension of time will be granted for the delays resulting therefrom.

8-6 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the City, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the Work, the City may require the Contractor to finish the section on which Work is in progress before the Work is started on any additional section. (See also Section 7-7).

8-7 SUSPENSION OF WORK

The City shall have authority to suspend the Work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provided suitable drainage of the roadway, and erect temporary structures where necessary. The Contractor shall not suspend Work without written authority from the City. (See also Section 7-15).

8-8 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

When the time for completion of the Work contemplated is specified in the Contract, it is understood that the completion of the Work within the time specified is an essential part of the Contract. If the Contractor finds it impossible to complete the Work within the time specified in the Contract, he may, at any time prior to the last thirty (30) days of the Contract time specified, make written request to the City for an extension of Contract time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the City finds that the Work is delayed because of conditions beyond the control of the Contractor, or that the quantities of work done, or to be done, are in excess, he shall promptly grant an extension of time for completion, which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract time for completion.

8-9 FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the Work within the Contract time the Contractor shall be liable to the City in the amount shown in the following schedule of deductions, as liquidated damages, and not

as a penalty, for each day of overrun in the Contract time or such extended time as may have been allowed.

**SCHEDULE OF DEDUCTIONS FOR
EACH DAY OF OVERRUN IN
CONTRACT TIME**

Original Contract Amount		Daily Charge	
From more than	To and including	Calendar Day	Work Day
\$ 0	100,000	\$ 475	\$
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

8-10 DEFAULT ON CONTRACT

If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the completion of said Work within the Contract time, or shall perform the Work unsuitable, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, the City shall give notice in writing to the Contractor and his surety of such delinquency, said notice to specify the corrective measures required.

If the Contractor, within a period of ten (10) days after said notice, shall not proceed in accordance therewith, the City shall have full power and authority to forfeit the rights of the Contractor and at its

option to call upon the surety to complete the Work in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with his own forces, or may enter into a new agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the City, together with the cost of completing the work under Contract, shall be deducted from the Contract amount. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference subject to any claims for liens thereon in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

8-11 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the Work called for by the Contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and deemed to be in compliance with the Technical Plans and Specifications by the Engineer, according to the Contract, and the final estimate paid, the Contractor's obligations shall be considered fulfilled, except as set forth in his Bond, in Section 7-18 and his one-year guarantee, in Section 7-16.

SECTION 9. MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES

All Work completed under the Contract will be measured by the Engineer according to United States Standard Measures. The method of measurement shall be described in the Specifications or the Special Provisions.

9-2 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; also, for all such expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the Work in an acceptable manner according to the Contract Documents.

Contractor will be paid in cash and/or negotiable warrants at intervals, and in accord with the terms of the Contract. Except for subdivision contracts, the City will retain ten percent (10%) of each periodic payment until final completion and acceptance by the City of all Work included in the Contract.

The payment of any current estimate prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the Work. Defects, imperfections, or damage, shall be determined by the Engineer observing the work for compliance with the Plans and Specifications, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

9-3 INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of Work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, except as otherwise provided in Sections 4-3 or in the detailed specifications for each class of Work.

9-4 PAYMENT FOR EXTRA WORK

Extra Work which results from any of the changes as specified in Section 4-3 shall not be started, except in case of an emergency, until receipt of a written authorization or Work order from the City, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for:

- A. Either at a lump sum price or at unit prices agreed upon by the Contractor and the City. (In case a Supplemental Agreement is signed between the Contractor and the City, the agreed prices pertaining thereto shall prevail).
- B. If acceptable to the Engineer, on the following force account basis:
 1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific Work for each hour that said labor and foreman are actually engaged in such Work, to which cost shall be added twenty percent (20%) of the sum thereof.
 2. Bond, Insurance, Tax, Welfare Fund and other Payments. The Contractor will receive the actual cost of Contractor's bond, public liability and property damage insurance, workmen's compensation insurance, social security tax, welfare fund and other payments, if any, in accordance with agreements applicable to the Contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance tax, welfare fund and other payments.
 3. Materials. The Contractor will receive the actual cost for all materials which are an integral part of the finished Work, including freight charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, false work, form lumber, curing materials, etc., which are not an integral part of the finished Work. The amount of reimbursement shall be agreed upon in writing before such Work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.
 4. Equipment. Machinery and equipment, which the Contractor has on the job for use on contract items, shall be used on extra Work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT CITYSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation, State of Illinois, for the period that said machinery and equipment are in use on such Work, to which no percent shall be added. In the event that

equipment is used which is not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by Equipment Distributors, 615

West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and no percent shall be added to the rates indicated in such publication.

9-5 PAYMENT FOR SUBCONTRACTING, EXTRA WORK

Where an authorized subcontractor performs some or all of the Work qualifying as an Extra Work item and compensation is to be based on the terms of paragraph 9-4 (2), the cost of labor, bonds, material and equipment shall be the cost to the subcontractor on these items and an additional allowance to the prime Contractor of five percent (5%) of all costs as determined in paragraph 9-4 (2) shall be made in such instances.

9-6 PARTIAL PAYMENTS

Once each month, the Contractor will make an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the contract unit prices. From the amount so determined of completed work there shall be deducted ten percent (10%) to be retained until after the completion of the entire Work to the satisfaction of the City, and the balance certified to the City for payment.

In addition, an estimate may, at the discretion of the City and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered at the Work site or in acceptable storage places and not used at the time of such estimate. The care and storage of such material shall be the Contractor's responsibility. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the City, be made for payment of

the value of materials in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring the endorsement of both the Contractor and materials supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. Such materials, when so paid

for by the City, shall become the property of the City, and in the event of default on the part of the Contractor, the City may use or cause to be used such materials in the construction of the Work provided for in the Contract. The amount thus paid by the City shall be deducted from estimates due the Contractor as the material is used in the Work.

9-7 ACCEPTANCE AND FINAL PAYMENT

Whenever the Work provided for by the Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been deemed to be in substantial compliance with the Plans and Specifications by the Engineer and accepted by the City, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the City satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the

purpose of such Work have been paid or that the person or persons to whom the same may be due have consented to such final payment.

Neither the final payment on this contract by the City nor any provisions in the contract documents shall relieve the Contractor of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of all claims by the Contractor except those previously made and still unsettled.

9-8 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

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

- A. Payments that may be earned or due for just claims for labor and materials furnished in and about the Work.
- B. For defective Work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.
- D. For reasonable doubt that the contract can be completed for the balance then unpaid.

The City will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right, even after full completion and acceptance of the Work, to refuse payment of the final ten percent (10%) due the Contractor, until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

9-9 RELEASE OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all claims or liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify the City against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

CLIENT

CITY OF CREST HILL
20600 CITY CENTER BLVD.,
CREST HILL, IL
PHONE 815-741-5122

CALL J.U.L.I.E. 1-800-892-0123

WITH THE FOLLOWING:

COUNTY WILL
CITY, TOWNSHIP CREST HILL, LOCKPORT
SEC. A 1/2 SEC. NO 738N. R10E. SEC.28. 5W 1/4

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

SITE IMPROVEMENT PLANS
for
CREST HILL
COMMONS
PHASE 1
CREST HILL, ILLINOIS
PROJECT NO:10656.04

CITY OF CREST HILL CONTACTS:
CITY ENGINEER: RONALD J. WIEDEMAN, P.E.
PHONE: 815-741-5122

SHEET #	SHEET TITLE	SHEET DESCRIPTION
1	CIVIL (BPALECO)	OWNER SHEET
2	GN	TYPICAL SECTIONS AND GENERAL NOTES
3	FTI	EXISTING CONDITIONS
4	GM41	GEOMETRIC PLAN
5	GR1	GRADING PLAN
6	UT11	UTILITY PLAN
7-10	SE1-SE4	SOIL EROSION AND SEDIMENT CONTROL PLAN
11	S-1	SPECIFICATIONS
12-14	DT-30	DETAILS
15-16	EL-1	ELECTRICAL (ELECTRA GROUP)
17	E-1	LIGHTING LAYOUT, GENERAL NOTES, AND BILL OF MATERIALS
18	E-2	PROPOSED LIGHTING PLAN
19	E-3	ENLARGED LIGHTING PLAN
20	E-4	LIGHTING DETAILS 1
21	E-5	LIGHTING DETAILS 2
22	E-6	LIGHTING SPECIFICATIONS
23	LA-1	LANDSCAPE / HARDSCAPE (RVH)
24	LO-1	LANDSCAPE OPERATIONS
25	LO-1	SPECIFICATIONS
26	LI-1	LAYOUT AND MATERIALS PLAN - PHASE 1: ENLARGEMENT
27	LI-2	PLANTING PLAN
28	LI-3	PLANTING PLAN - PHASE 2: ENLARGEMENT
29	LI-3	DETAILS
30	LI-3	DETAILS

NOTE:

SPACED, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

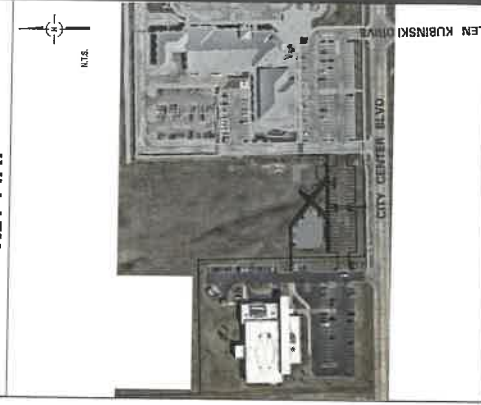
BENCHMARK

SEE SHEET ET1 FOR
BENCHMARK INFORMATION

LOCATION MAP



KEY MAP



REVISIONS

[illegible]



 DATE 08/17/08



 ENGINEER

 JAMES C. KAPUSTKA, P.E.

 31005 NUGENT RD. #00-45-042

 CROTONA LANE 11620627

 PROFESSIONAL DESIGN FIRM NO.: 114-001157

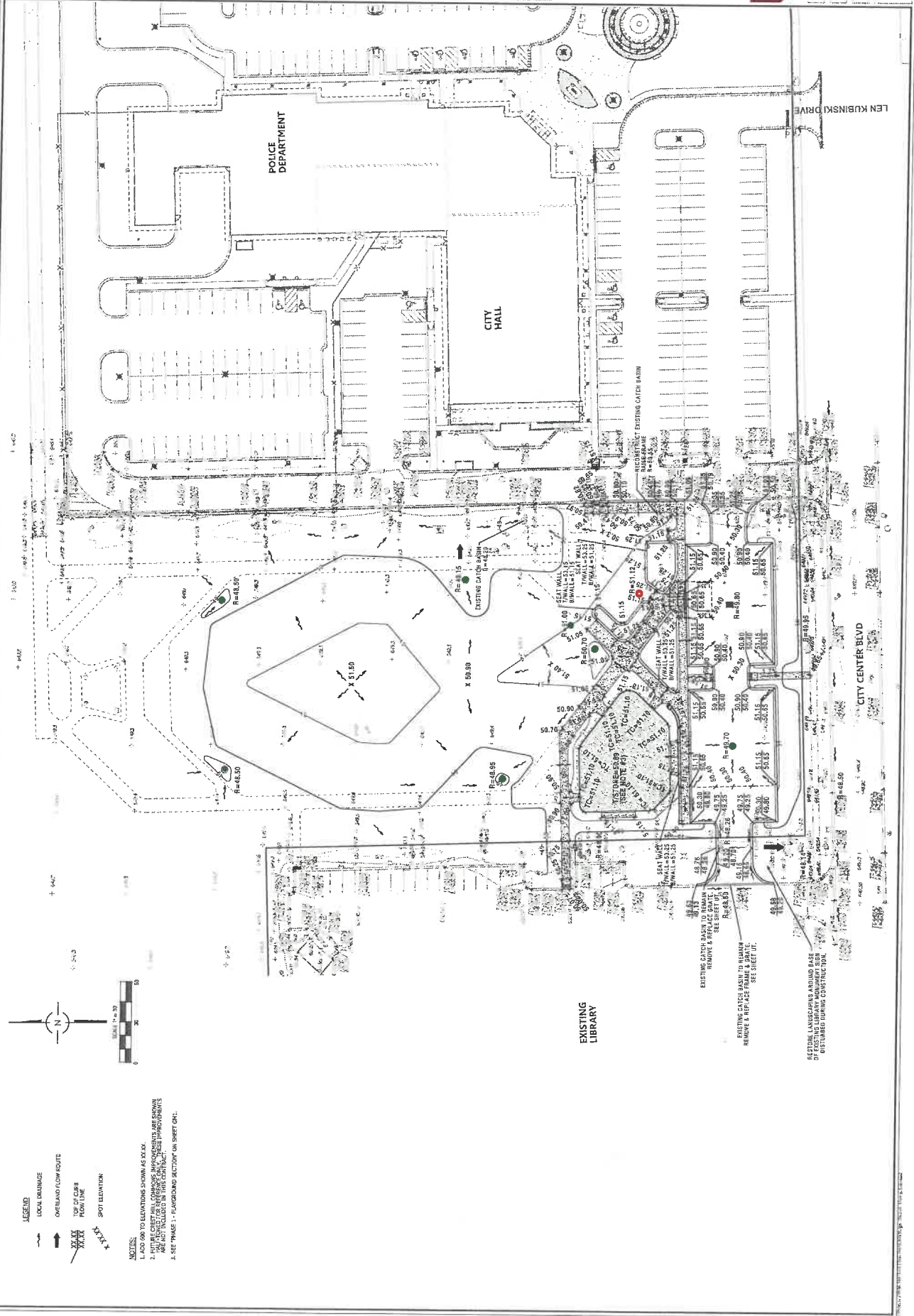
 EXPIRATION DATE: 04/30/2027

*THIS FIRM IS AN APT FIRM. BULK IS CARRIED FOR INFO ONLY

APPLIES ONLY TO CIVIL SHEETS 1 - 14

08-21-26—ISSUED FOR BID



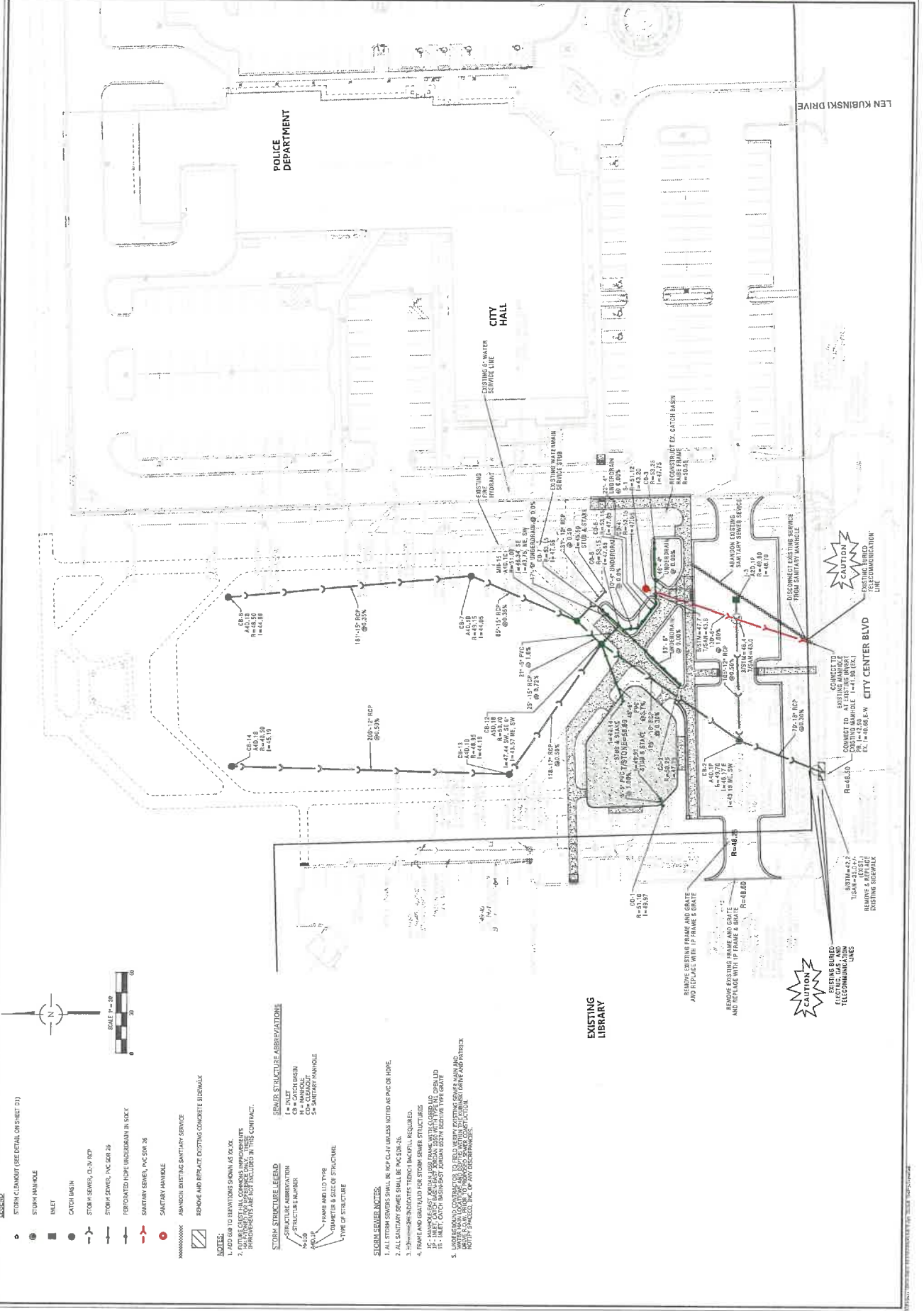


NOTES:

1. ADD 600 TO ELEVATIONS SHOWN AS XX.XX.
2. FUTURE CREST HILL COMMONS IMPROVEMENTS ARE SHOWN HALF-TONKED FOR REFERENCE ONLY. THESE IMPROVEMENTS ARE NOT INCLUDED IN THIS CONTRACT.
3. SEE "PHASE 1 - PLAYGROUND SECTION" ON SHEET GM1.

EXISTING
LIBRARY

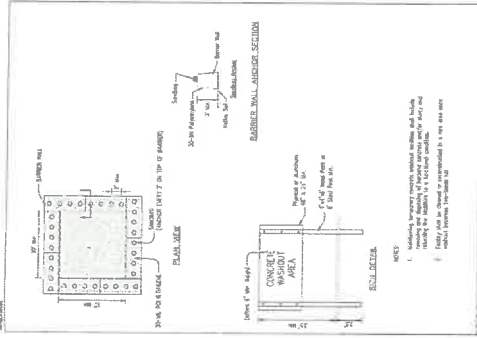
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3	1980-01-03	...
4	1980-01-04	...
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8	1980-01-08	...
9	1980-01-09	...
10	1980-01-10	...
11	1980-01-11	...
12	1980-01-12	...
13	1980-01-13	...
14	1980-01-14	...
15	1980-01-15	...
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30	1980-01-30	...
31	1980-01-31	...



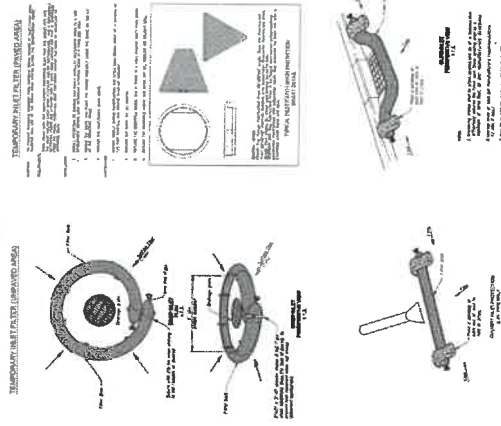
SOIL EROSION AND SEDIMENT CONTROL PLAN - 3
SITE IMPROVEMENT PLANS
CREST HILL COMMONS - PHASE 1
CREST HILL, IL

NO	DATE	REMARKS	NO	DATE	REMARKS
1	2019-01-01	Initial inspection and setup.	1	2019-01-01	Initial inspection and setup.
2	2019-01-02	First test run, minor adjustments.	2	2019-01-02	First test run, minor adjustments.
3	2019-01-03	Second test run, data recorded.	3	2019-01-03	Second test run, data recorded.
4	2019-01-04	Third test run, results analyzed.	4	2019-01-04	Third test run, results analyzed.
5	2019-01-05	Final test run, project completed.	5	2019-01-05	Final test run, project completed.

TEMPORARY CONCRETE WASHOUT (BARRIER WALL)

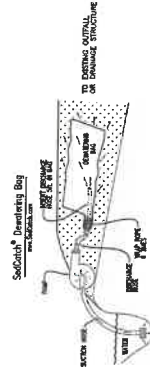


TEMPORARY INLET FILTER



THE PURPOSE OF A DENSIMETER BAG/TUBE IS TO COLLECT SEDIMENT CONTAINED IN THE DISCHARGED WATER, TO PREVENT THE SCOUR AND EROSION FROM WATER EXITING A PIPE AT HIGH VELOCITY, TO DENSIFY THE WATER OVER A SHORT AREA TO MINIMIZE EROSION AS THE WATER DRAINS AWAY, AND TO RETAIN OIL CONTAINED WITHIN EFFLUENT.

A SEDIMENT* DENSIMETER BAG/TUBE OR APPROVED EQUAL SHOULD BE USED ANYTIME WATER IS PUMPED ON THE SITE.



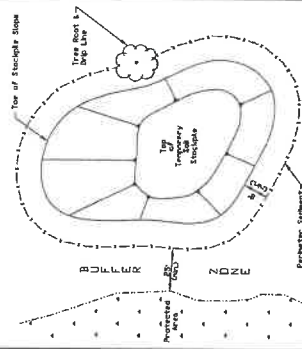
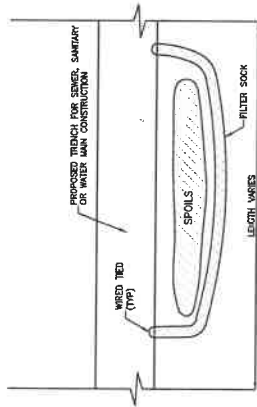
DEWATERING BAG/TUBE

INSTALLATION AND USE:

- [illegible]

**TYPICAL SPOILS PROTECTION
ADJACENT TO TRENCH**

TEMPORARY SOIL STOCKPILE DETAIL

[illegible]

TEMPORARY SOIL STOCKPILE

REFERENCE		STANDARD INC. 10
Project		104-627
Designed	JLS	SHEET 1 OF 1
Checked	PJC	BILL JANUARY 1989
Approved	PJC	

1. GENERAL

A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE SPII, AND COORDINATE CONDITIONS AT THE SITE

- [illegible]

GENERAL: ALL STUDY SERIES PIPE SHALL BE DCP, UNLESS OTHERWISE NOTED ON THE PLANS, IN ACCORDANCE WITH THE FOLLOWING:

- [illegible]

Bandary sowers, main, and services and their fittings shall be constructed of eng 11 or

- [illegible]

1. Testing and Inspection for Acceptance of Sanitary Sewers

- a. Exfoliation of air under pressure.
 - b. Deflation of flexible Thermoplastic Pipe.
 - c. Telescoping.
2. Testing Techniques
- All Testing Methods:** All wires, leads, and tubes shall be plugged with suitable plastic caps. The acceptance assembly, securely identified to withstand the internal test pressure. Such plugs or caps shall be readily removed.
- Air Test Method Procedures:** The section of sewer to be tested shall have all existing manholes located and cleared. Pneumatic plugs (having a sealing length equal to the length of the pipe) shall be inserted at each end of the pipe to be tested so that they will be inflated to 25 psig. After the plugs are installed, the entire section of pipe to be tested shall be pressurized to four (4) psig above the average back pressure of the sewer system. The minimum test pressure shall be maintained for at least two (2) minutes.
- After the stabilization period the line shall be pressurized to three and a half (3.5) times the average back pressure. This pressure shall be maintained for one (1) minute and a half (1.5) psig. If groundwater is present, the test pressure shall be increased by one (1) pound of air pressure measured in minutes.
- Air testing techniques shall be in accordance with the latest ASTM Standard Practices for testing sewer lines by low-pressure air jet method for the purpose of detecting leaks and obstructions. The test line shall not be less than that shown in the Air Jet Test table below. The test shall be performed according to the Specifications for Water and Sewer Main Construction.**
3. Detection Testing for Flexible Thermoplastic Pipe.
- a. The pipeline shall be tested for weath detection by pulling a "jetter" or rammer through the pipe from manhole to manhole. The rammer shall be used in accordance with Section 3.1.1.1 and tested detection
 - b. Whenever possible and practical, the testing shall initiate at the downstream tees and proceed towards the upstream tee.
 - c. Where deflection is found to be a measure of allowable testing limits, the contractor shall excavate to be able to visually inspect the pipe. The excavation around the point where occurs deflection must be sound. The test shall be stopped for detection. However, should after the third testing the deflection point fail to return to its original size (initial diameter), the line shall be replaced.
4. The main sanitary sewers shall be inspected prior to acceptance. A Hydrostatic CDD (CDD with a piezo report) shall be submitted to the City Engineer, Public Works Department. Any sewer inspection must be performed by HANSCO Corporation. The inspection shall be performed by HANSCO Corporation and coding system that can be found in current HANSCO Corporation's software. The contractor without that shall perform all necessary corrective work.

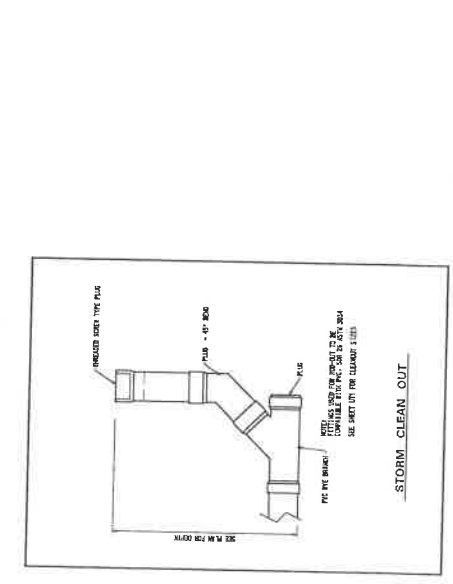
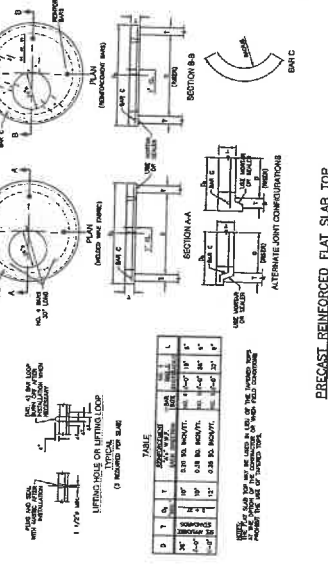
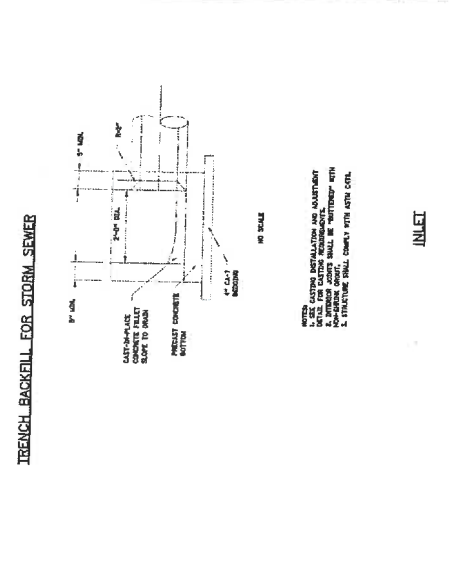
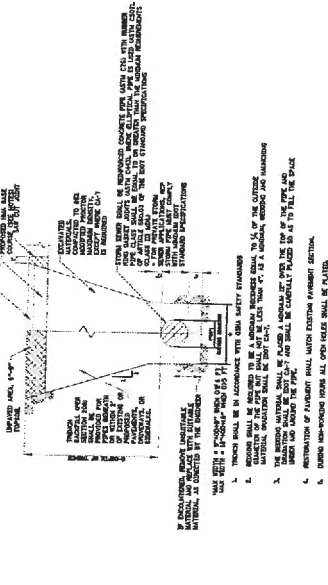
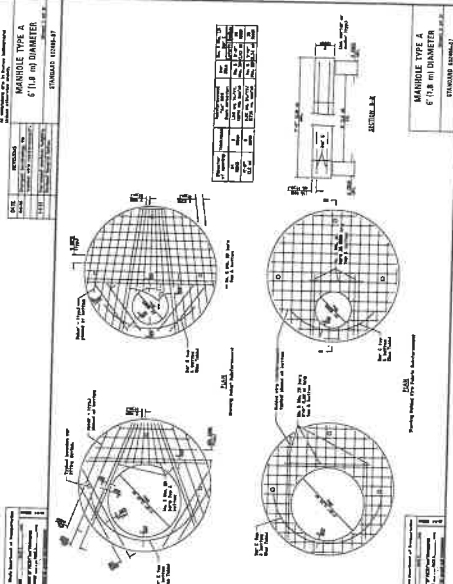
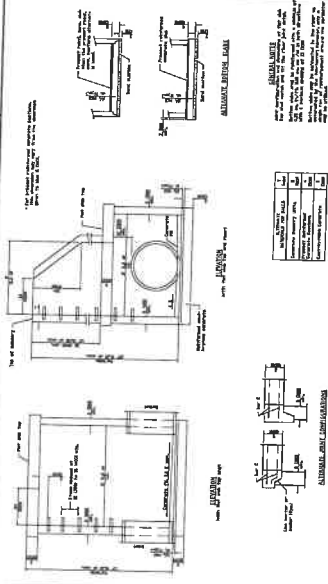
SITE IMPROVEMENT PLANS SPECIFICATIONS

Spaceco
Civil Engineering & Surveying

ENAMEL: 55604SPEC
YES: 2/28
B NO. 55604
EET
SP1
OF M



DATE	TIME	LOCATION	DESCRIPTION	AMOUNT	CHECK NO.	DEBIT	CREDIT	BALANCE
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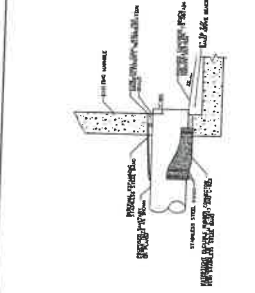
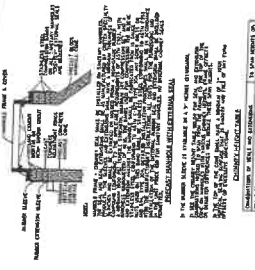
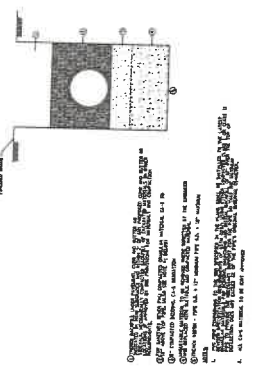
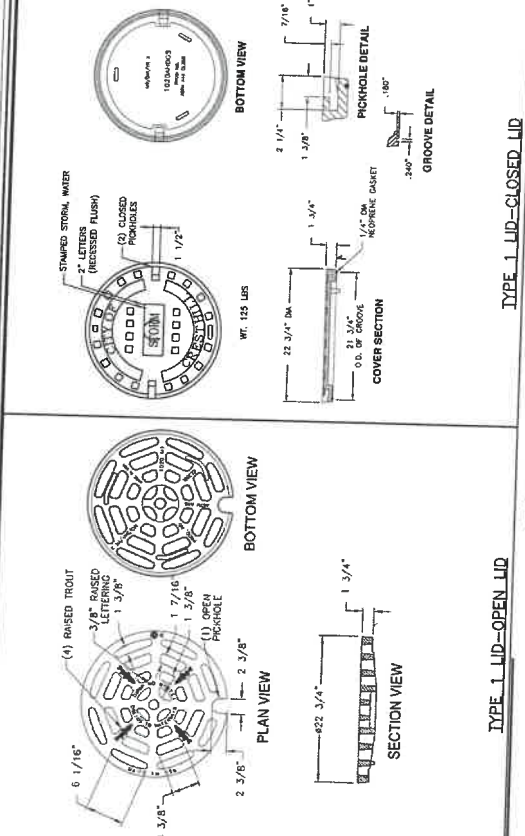
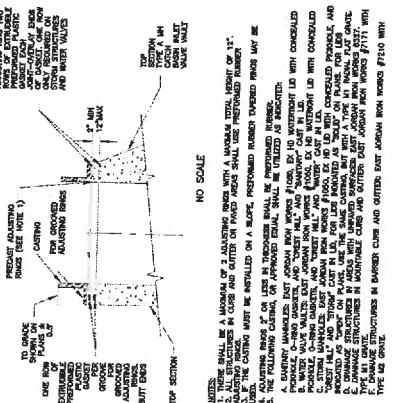
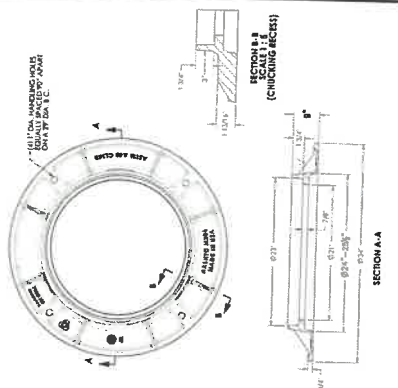
DETAILS - 2

[illegible]

TYPE 1 LID-OPEN LID

TYPE 1 FRAME

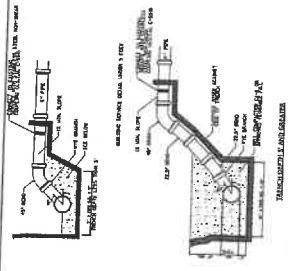
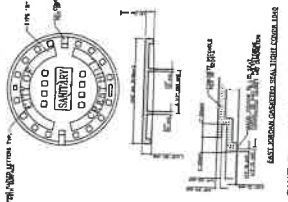
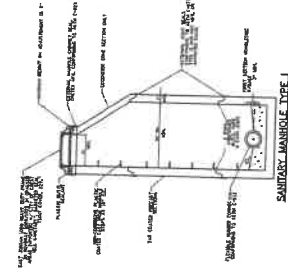
CASTING INSTALLATION AND ADJUSTING



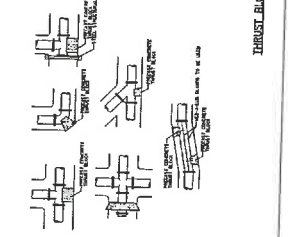
TYPICAL SANITARY SEWER TRENCH

SANITARY SEWER EXTERNAL CHIMNEY SEAL

EXTERNAL SANITARY MANHOLE PIPE ENTRY



RECORDING UNIT, 100 HRS.				
PER UNIT	100 HRS.	50 HRS.	40 HRS.	100 HRS.
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
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THRUST BLOCK DETAIL

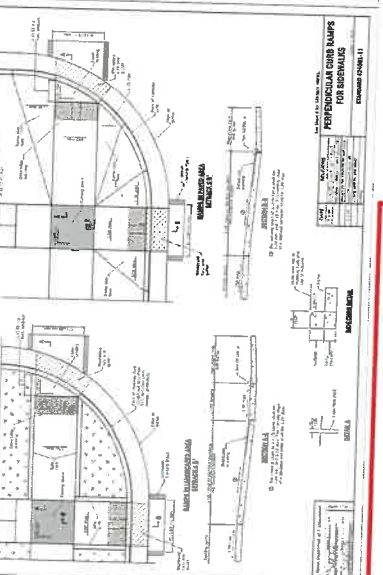
BUILDING SERVICE RISER

SANITARY MANHOLE SELF-SEALING LID

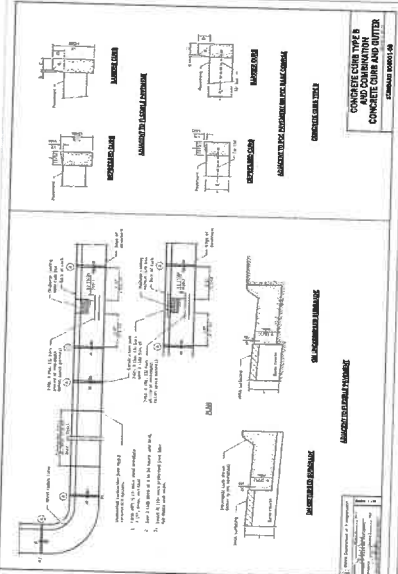
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Rosenblum, H. - Morris, E. - Indianapolis, IN.

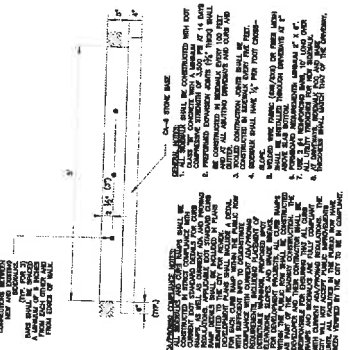
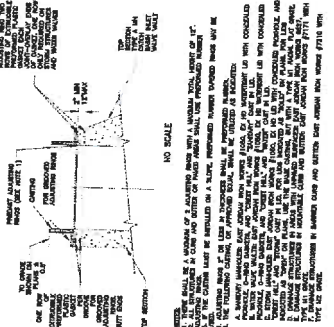
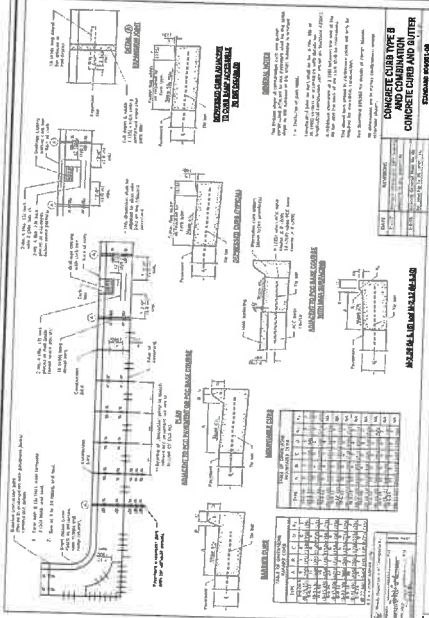
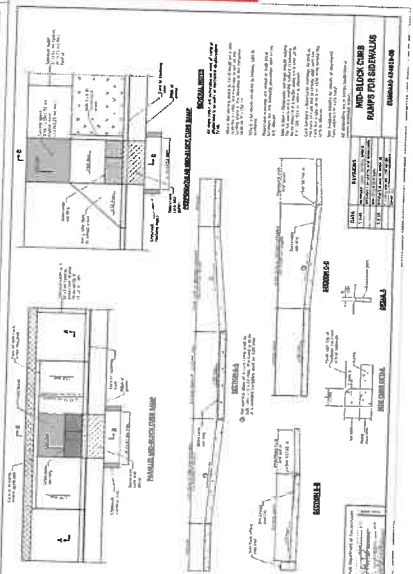
**PERPENDICULAR CURB RAMPS
FOR SIDEWALKS**



SIDEWALK



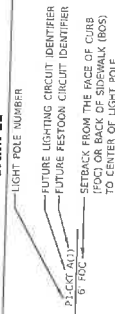
1. ADA ramps shall be placed in all locations required by the Americans with Disabilities Act of 1990 (ADA). The ADA regulations state that ramps be installed along any accessible route in a public area, along a path of travel, or in a change in height greater than 1/4 inch. As an alternative, a facility, elevator or platform must lift to 1/4 inch. In addition, accessible routes with a 5% or greater slope must be in ADA-compliant ramp.
2. Invert ADA detectable warning surface lifts is specified. No dyed concrete will be allowed.
3. The type of detectable warning lifts shall be TuffTie warning system or Amcor tile, access tile, color lock mat.



LIGHTING GENERAL NOTES

- THE LOCATION OF BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE SHOWN FOR INFORMATION ONLY. REROUTING, DISCONNECTION, RELOCATION, AND DOWNSHIFT OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND OWNER. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES BASED ON UTILITY/ANNUAL RECORDS PRIOR TO BEGINNING CONSTRUCTION.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE CITY OF CREST HILL BEFORE THE START OF WORK. ANY COST FOR PERMIT SHALL BE INCIDENTAL.
- BEFORE INSTALLING LIGHT STANDARDS NEAR OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES THE CONTRACTOR SHALL CALL ELECTRIC UTILITY COMPANY FOR LOCATION APPROVAL AND MINIMUM EQUIPMENT CLEARANCE REQUIREMENTS.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING SPECIFICATIONS:
 - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS PREPARED
 - NATIONAL ELECTRICAL SAFETY CODE, AS PREPARED
 - LOCAL CODES AND STANDARDS
 - CODED STANDARDS
- LIGHT POLE LOCATIONS SHALL COMPLY WITH THE MINIMUM CLEAR WIDTHS FOR AN ACCESSIBLE ROUTE FOR SIDEWALKS PER THE CURRENT AMERICAN DISABILITIES ACT (ADA) REQUIREMENTS AND COMPLY WITH DOT DUE CHAPTER 17-4.04.
- NO LIGHT POLE SHALL BE ERRECTED UNTIL THE FOUNDATION HAS CURED PER ARTICLE 1020.13 OF THE STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL INSTALL LUMINAIRES LEVEL WITH OPTICS SET PERPENDICULAR TO THE CENTERLINE OF THE ROADWAY OR SIDEWALK/PATHWAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF THE TOP OF FOUNDATION ELEVATION WITH FINISH GRADE AND PROPOSED SITE FEATURES. THE LIGHTING CONTRACTOR SHALL COORDINATE ALL SITE WORK WITH OTHER SUBCONTRACTORS.
- UNDERGROUND CABLES SHALL BE DISCONNECTED AND REMOVED FROM CONDUITS TO BE ABANDONED.
- UNDERGROUND CONDUITS TO BE ABANDONED SHALL BE REMOVED TO A MINIMUM OF 2 FT BELOW GRADE.
- THE ELECTRICAL CONTRACTOR SHALL FURNISH TWO SETS OF FULL SIZE RECORD DRAWINGS TO THE ENGINEER UPON COMPLETION OF ALL ELECTRICAL IMPROVEMENTS. THE DRAWINGS SHALL SHOW THE INSTALLED LOCATIONS OF ALL LIGHT POLES, UNDERGROUND CONDUITS/WIRING, HANDHOLES, JUNCTION BOXES & RECEPTACLES. THE DRAWINGS WILL BE REVIEWED BY THE ENGINEER.
- THE CONTRACTOR SHALL LABEL ALL WIRES WITH WIRE MARKERS INDICATING THE CIRCUIT TO IN EVERY CONTROLLER. POLE BASE, HAND HOLE AND JUNCTION POINT WIRE MARKERS SHALL BE WHITE NYLON WITH INTERLOCK MECHANICAL FASTENER WITH MINIMUM 3/4" x 2" VISIBLE AREA.
- ABOVE GRADE CONDUITS SHALL BE RIGID GALVANIZED STEEL (RGS), UNLESS OTHERWISE DIRECTED.

CALL-OUT SAMPLE



ABBREVIATIONS

ABBREVIATION	DESCRIPTION
AC	ALTERNATING CURRENT
AC	AERIAL CABLE
B.O.C.	BACK OF CURB
CB	CIRCUIT BREAKER
CT	CIRCUIT TRANSFORMER
CT	CURRENT TRANSFORMER
DA	DAUNT ARM
DC	DIRECT CURRENT
DP	DISTRIBUTION PANEL
E	EXISTING UNIT TO REMAIN
ECA	ELECTRIC CABLE ASSEMBLY
FT	FEET
F.O.C.	FACE OF CURB
FUSE	FUSE
GA	GALVANIZED
IB	JUNCTION BOX
KVA	KILOVOLT-AMPERE
KW	KILOWATT
MC	MOUNTING HEIGHT
M.H.	MESSANGER WIRE
MW	MOUNTING HEIGHT
NO. #	NUMBER
NO. #	NUMBER TO SCALE
P	PUSH BUTTON
PH	PANEL
PNCC RGC	POLYVANT CHLORIDE RIGID GALVANIZED STEEL
R	POTENTIAL TRANSFORMER
R	EXISTING UNIT TO BE REMOVED
RGP	RIGID GALVANIZED STEEL
RGS	RIGID GALVANIZED STEEL
SEL SW	SELECTION SWITCH
SPARE	SPARE
SS	STAINLESS STEEL
STA	STATION
T/F	TOP OF FOUNDATION
U.A.O.	UNIT DUCT
WP	WOOD POLE
XPBR	TRANSFORMER
LTTH	LIQUID TIGHT FLEXIBLE METAL I/C

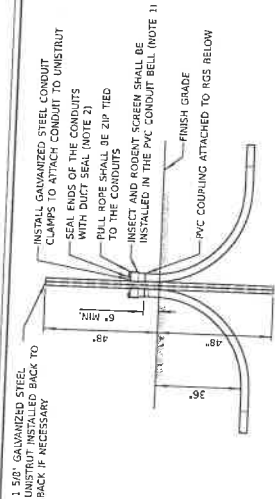
LIGHTING LEGEND

	FUTURE 117W LED ORNAMENTAL TYPE LUMINAIRE MOUNTED ON A 28 FT ROUND STRAIGHT ALUMINUM LIGHT POLE
	FUTURE 54W LED POST TYPE LUMINAIRE MOUNTED ON A 14 FT ROUND STRAIGHT ALUMINUM LIGHT POLE
	FUTURE EVENT LIGHT POLE
	FUTURE LIGHTED ROLLARD
	CONCRETE PAD FOR GROUND MOUNTED RECEPTACLE CABINET FOR TREE HOLIDAY LIGHTING
	CONCRETE PAD FOR GROUND MOUNTED RECEPTACLE CABINET FOR EVENT POWER
	COMPOSITE CONCRETE HANDHOLE
	EXISTING LIBRARY LIGHT POLE TO REMAIN
	PROPOSED PAD MOUNTED COM ED TRANSFORMER
	EXISTING PAD MOUNTED COM ED TRANSFORMER

BILL OF MATERIALS

ITEM NO.	ITEM DESCRIPTION	UNITS	TOTAL QUANTITIES
20800150	TRENCH BACKFILL	CU YD	33
81028230	UNDERGROUND CONDUIT GALVANIZED STEEL 3 1/2" DIA.	FOOT	482
81028370	UNDERGROUND CONDUIT PVC 1" DIA.	FOOT	1,687
81028340	UNDERGROUND CONDUIT PVC 1 1/2" DIA.	FOOT	2,238
81028350	UNDERGROUND CONDUIT PVC 2" DIA.	FOOT	3,571
81028370	UNDERGROUND CONDUIT PVC 3" DIA.	FOOT	2,391
81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	18
84100120	REMOVAL OF ELECTRIC SERVICE INSTALLATION	EACH	1
X8360110	LIGHT POLE FOUNDATION (SPECIAL)	FOOT	69
X8360105	CONCRETE FOUNDATIONS (SPECIAL)	EACH	5
*	REMOVE AND RELOCATE EXISTING MONUMENT SERVICE	EACH	1

* SEE LIGHTING PLANDetails FOR DESCRIPTION OF MATERIAL AND CONSTRUCTION REQUIREMENTS ASSOCIATED WITH THE ITEM NUMBERS.



NOTES:

1. INSECTPROOF SCREEN SHALL BE LIGHTWEIGHT ALUMINUM SHELL WITH 3/16 STAINLESS STEEL 19-18 WIRE MESH SCREEN. THE SCREEN SHALL BE FIELD IN PLACE CONDUIT HUBS AND MANUFACTURED BY PVC VENT SCREEN, OR APPROVED EQUAL. SCREEN SHALL BE 45 APPROVED EQUAL.
2. DUCT SEAL SHALL CONSIST OF NON-HARDENING SEALING COMPOUND, AS MANUFACTURED BY IDEAL OR LOCAL CODES.
3. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENT, NEC, AND ALL ABOVE WORK INCLUDING UNIT STRUT, SCREEN, DUCT SEAL, ETC. SHALL BE INCLUDED IN THE "UNDERGROUND CONDUIT" PAY ITEM OF THE BIDS SHOWN.
4. ABOVE WORK INCLUDING UNIT STRUT, SCREEN, DUCT SEAL, ETC. SHALL BE INCLUDED IN THE "UNDERGROUND CONDUIT" PAY ITEM OF THE BIDS SHOWN.

VERTICAL CONDUIT SUPPORT DETAIL

N.T.S.

SEE ENLARGED LIGHTING PLAN

EXISTING CONDUIT AND CABLE FOR MONUMENT SHALL BE MOVED TO THE LIBRARY PANELBOARD

EXISTING PARKING LOT LIGHTING TO REMAIN

EXISTING STREET LIGHTING CONTROLLER

EXISTING COMB. 80' METER PEDestal TO BE RELOCATED (SEE NOTE 4)

RECEPTACLE CABINET RC#3

RECEPTACLE CABINET RC#4

RECEPTACLE CABINET RC#5

RECEPTACLE CABINET RC#6

RECEPTACLE CABINET RC#7

RECEPTACLE CABINET RC#8

RECEPTACLE CABINET RC#9

RECEPTACLE CABINET RC#10

RECEPTACLE CABINET RC#11

RECEPTACLE CABINET RC#12

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RECEPTACLE CABINET RC#17

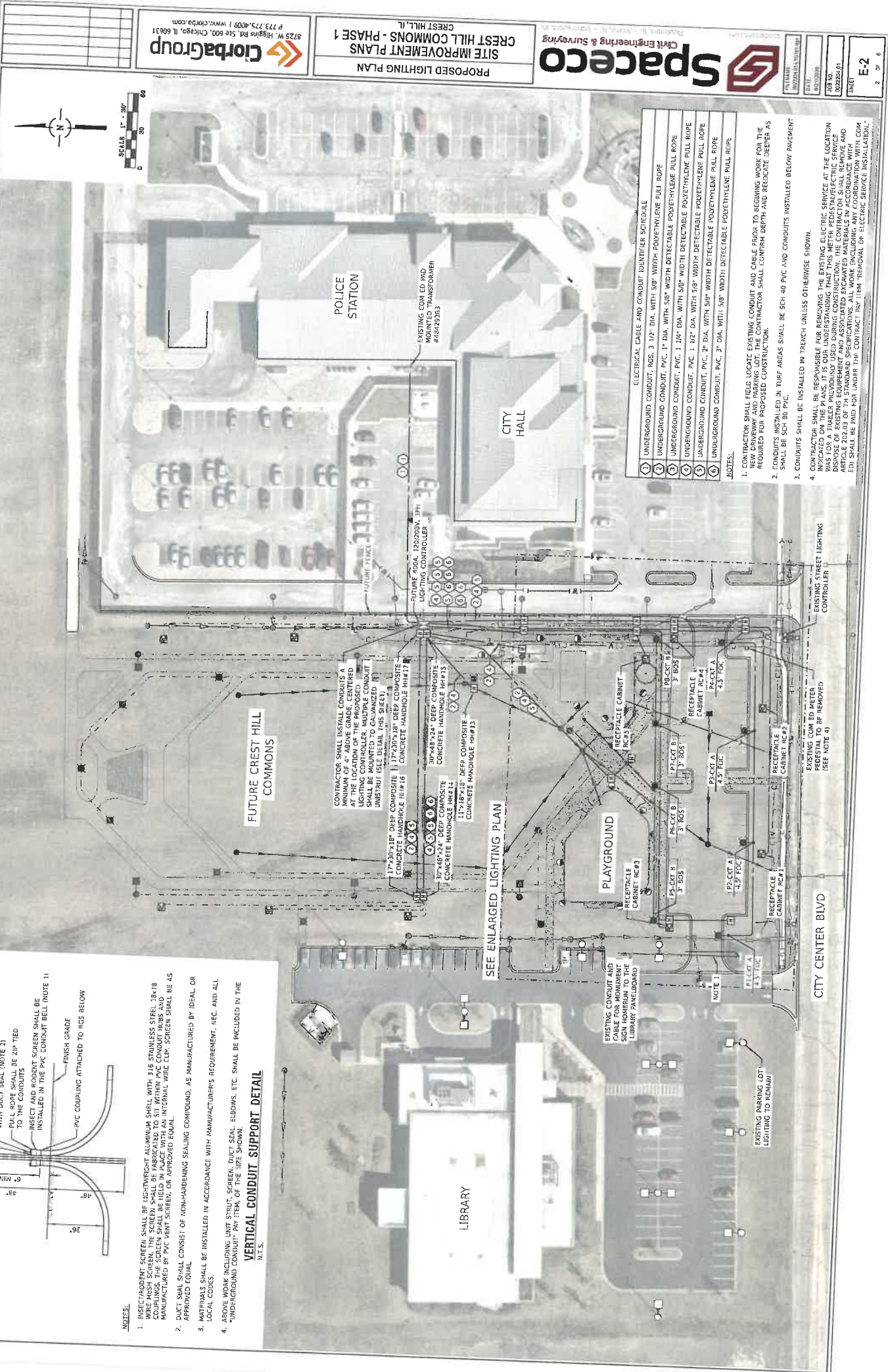
RECEPTACLE CABINET RC#18

RECEPTACLE CABINET RC#19

RECEPTACLE CABINET RC#20

RECEPTACLE CABINET RC#21

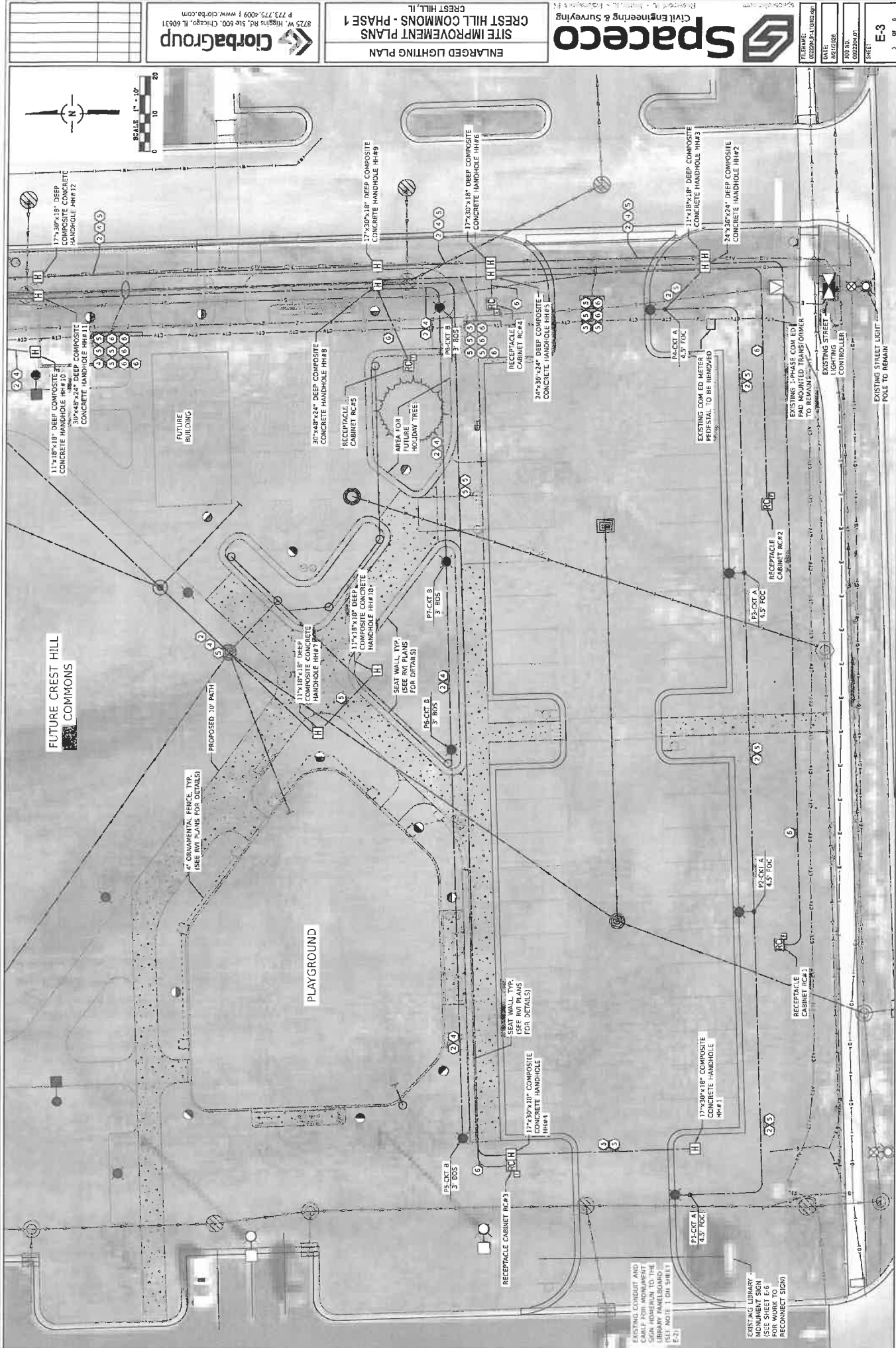
RECEPTACLE CABINET RC#22

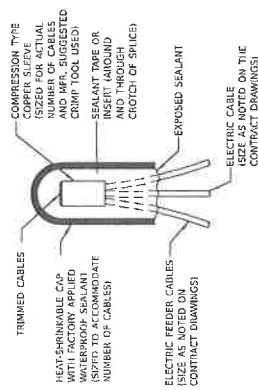


ELECTRICAL CABLE AND CONDUIT IDENTIFIER SCHEDULE	
1	UNDERGROUND CONDUIT, RGS, 3 1/2\" DIA. WITH 5/8\" WIDTH DETECTABLE POLYETHYLENE PULL ROPE
2	UNDERGROUND CONDUIT, PVC, 1\" DIA. WITH 5/8\" WIDTH DETECTABLE POLYETHYLENE PULL ROPE
3	UNDERGROUND CONDUIT, PVC, 1 1/4\" DIA. WITH 5/8\" WIDTH DETECTABLE POLYETHYLENE PULL ROPE
4	UNDERGROUND CONDUIT, PVC, 1 1/2\" DIA. WITH 5/8\" WIDTH DETECTABLE POLYETHYLENE PULL ROPE
5	UNDERGROUND CONDUIT, PVC, 2\" DIA. WITH 5/8\" WIDTH DETECTABLE POLYETHYLENE PULL ROPE
6	UNDERGROUND CONDUIT, PVC, 3\" DIA. WITH 5/8\" WIDTH DETECTABLE POLYETHYLENE PULL ROPE

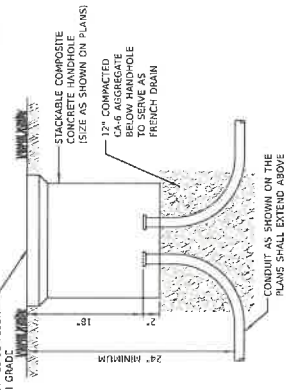
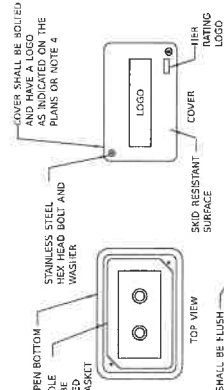
NOTES:

1. CONTRACTOR SHALL FIELD LOCATE EXISTING CONDUIT AND CABLE PRIOR TO BEGINNING WORK FOR THE NEW DRIVEWAY AND PARKING LOT. CONTRACTOR SHALL CONFIRM DEPTH AND RELOCATE DEEPER AS REQUIRED FOR PROPOSED CONSTRUCTION.
2. CONDUITS INSTALLED IN TURF AREAS SHALL BE 5CH 40 PVC AND CONDUITS INSTALLED BELOW PAVEMENT SHALL BE 5CH 80 PVC.
3. CONDUITS SHALL BE INSTALLED IN TRENCH UNLESS OTHERWISE SHOWN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING THE EXISTING ELECTRIC SERVICE AT THE LOCATION OF THE NEW DRIVEWAY AND PARKING LOT. CONTRACTOR SHALL CONFIRM DEPTH AND RELOCATE DEEPER AS REQUIRED FOR PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF EXISTING EQUIPMENT AND MATERIALS IN ACCORDANCE WITH ANY COORDINATION WITH COM EDI. SHALL BE PAID FOR UNDER THE CONTRACT PAY ITEM "REMOVAL OF EXISTING SERVICE INSTALLATION."





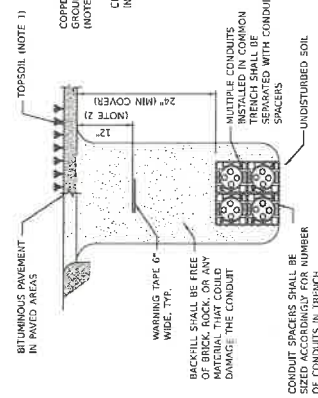
TYPICAL SPLICE DETAIL
N.T.S.



NOTES:

1. NO SPlicing SHALL BE ALLOWED IN HANDHOLE.
2. POLYMER CONCRETE HANDHOLE AND LID SHALL BE GREEN IN LANDSCAPED AREAS AND MATCH COLOR IN CONCRETE/BRICK AREAS.
3. POLYMER CONCRETE HANDHOLE AND LID SHALL BE GREEN IN LANDSCAPED AREAS AND MATCH COLOR IN CONCRETE/BRICK AREAS.
4. HANDHOLES SHALL HAVE THE FOLLOWING LOGOS:
"ELECTRIC" = FOR POWER CONDUIT/CABLES
"CONTROL" = FOR CONTROL CONDUIT/CABLES
"GROUND" = FOR GROUND ROD
5. SEE LIGHTING PLANS FOR COMPOSITE CONCRETE HANDHOLE SIZES.
6. POWER LIGHTING CONDUIT AND CABLES SHALL BE INSTALLED IN SEPARATE HANDHOLES AS THE CONTROL POWER CONDUIT AND CABLES.

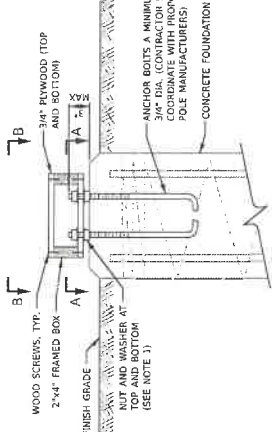
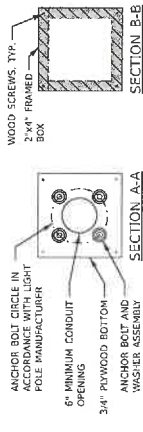
HANDHOLE, COMPOSITE CONCRETE
N.T.S.



NOTES:

1. TOPSOIL IN LANDSCAPE AREA AND PAVEMENT TO MATCH SURROUNDING PAVEMENT WHERE INSTALLED.
2. CONNECTED GRANULAR STRUCTURAL BACKFILL (DOT CA-6) IN PAVED AREAS. CLEAN, NATIVE OR BORROW BACKFILL COMPACTED BY PNEUMATIC HAND TAMPER IN GRASS AREAS.
3. CONTRACTOR SHALL BE ALLOWED TO USE UNDIRIGED GALVANIZED STEEL UNSTRUCT TO SUPPORT CONDUITS IN LIEU OF SPACERS.
4. CONDUIT SPACERS SHALL BE INCLUDED IN THE CONDUIT PAY ITEM. SEPARATE PAYMENT SHALL NOT BE MADE FOR THE SPACERS OR SUPPORT SYSTEM.

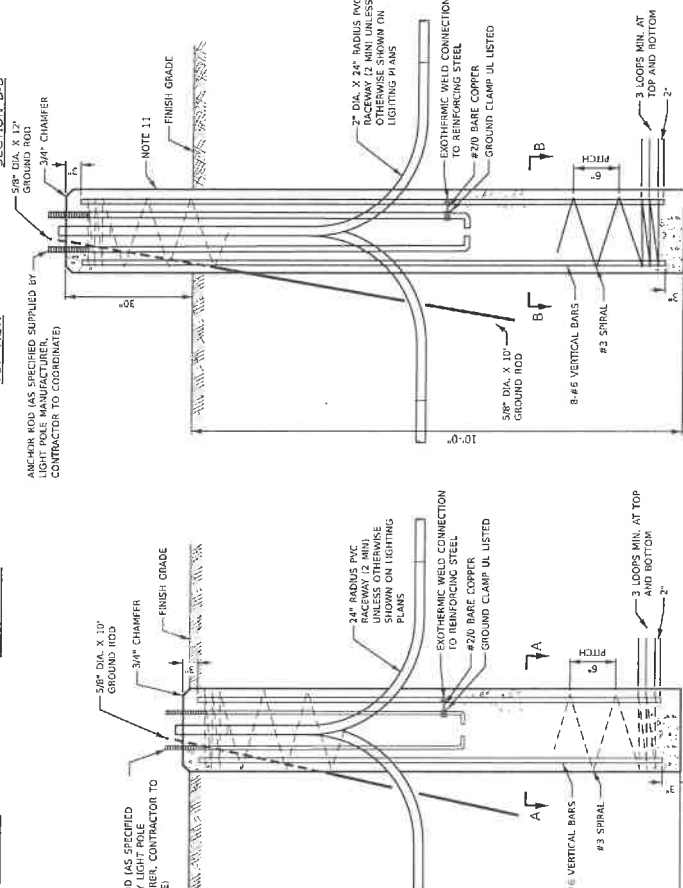
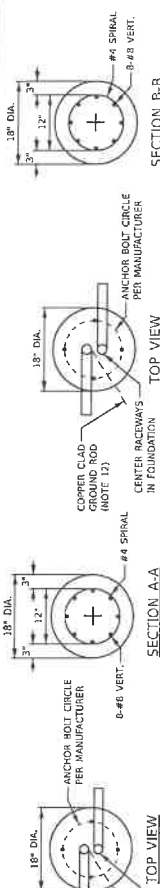
TYPICAL CONDUIT IN TRENCH DETAIL
N.T.S.



NOTES:

1. CONTRACTOR SHALL SUPPLY GALVANIZED STEEL NUT AND WASHER TO INSTALL CAP ASSEMBLY FLUSH TO THE CONCRETE FOUNDATION.
2. THE WOODEN CAP ASSEMBLY SHALL FIELD PAINTED SAFETY YELLOW.
3. FOUNDATION CAP SHALL BE INCLUDED IN THE FOUNDATION PAY ITEM.

TEMPORARY FOUNDATION CAP DETAIL
N.T.S.



AT-GRADE FOUNDATION DETAIL
(FOR LIGHT POLES P1, P4, AND P346)

NOTES:

1. THE ANCHOR RODS AND RACEWAYS SHALL BE PROPERLY SECURED IN PLACE BEFORE THE CONCRETE IS PLACED.
2. FOUNDATIONS INSTALLED AT GRADE SHALL NOT PROTRUDE MORE THAN 4 IN. ABOVE FINISHED GRADE.
3. THE HOLE FOR THE FOUNDATION SHALL BE MADE BY DRILLING WITH AN AUGER, OF THE SAME DIAMETER AS THE FOUNDATION. IF SOIL CONDITIONS REQUIRE THE USE OF A LINER TO FORM THE HOLE, THE LINER SHALL BE WITHDRAWN AS THE CONCRETE IS DEPOSITED.
4. THE TOP OF THE FOUNDATION SHALL BE CONSTRUCTED LEVEL. A LINER OR FORM SHALL BE USED TO PRODUCE A UNIFORM SHOOTI SIDE TO THE TOP OF THE FOUNDATION.
5. THE CONCRETE SHALL BE CLASS 51. CONCRETE SHALL CURE ACCORDING TO ARTICLE 1020.13 BEFORE LIGHT POLES ARE INSTALLED.
6. ANCHOR RODS, NUTS, AND WASHERS SHALL BE COMPLETELY GALVANIZED BY EITHER THE HOT-DIPPED PROCESS CONFORMING WITH AASHTO M 232. THE MECHANICAL PLATING METHOD CONFORMING TO AASHTO M 298, CLASS 50 WITH A MAXIMUM COATING THICKNESS OF 150 UM OR THE ELECTROLYTIC PROCESS CONFORMING TO ASTM F 1136.
7. ANCHOR RODS SHALL BE SIZED IN ACCORDANCE WITH LIGHT POLE MANUFACTURER REQUIREMENTS.
8. THE FOUNDATION SHALL BE 6\"/>

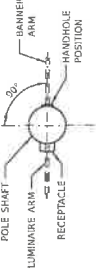
LIGHT POLE FOUNDATION (SPECIAL)
N.T.S.

12. GROUND ROD SHALL BE CAST INTO CONCRETE FOUNDATION WITH 8 FEET IN CONTACT WITH SOIL.

CREST HILL COMMONS - PHASE 1



- CONCRETE FOUNDATIONS (SPECIAL)**
NTS



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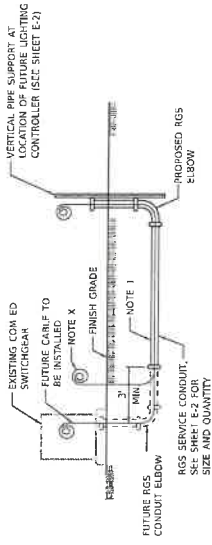
- PARKING LOT LIGHT POLE DETAIL**
N.T.S. (FOR REFERENCE ONLY)



- PATHWAY LIGHT POLE DETAIL**
N.T.S. (FOR REFERENCE ONLY)



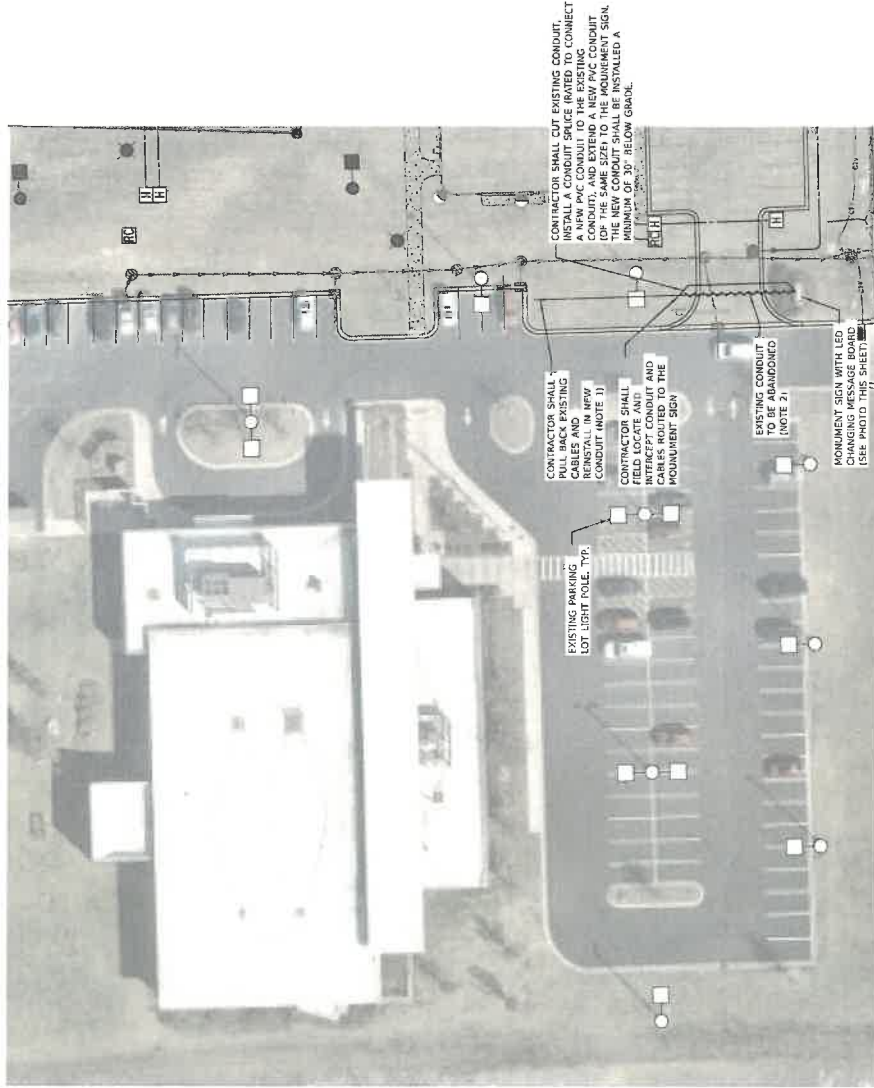
EXISTING MONUMENT SIGN
N.T.S.



NOTES:

1. CONTRACTOR SHALL INSTALL PROPOSED CONDUIT ADJACENT TO THE EXISTING SWITCHGEAR FOUNDATION, FOR FUTURE CONNECTION OF ELECTRIC SERVICE TO LIGHTING CONTROLLER.
2. CONTRACTOR SHALL INSTALL STAKE LOCATING THE END OF THE PROPOSED CONDUIT. RECORD LOCATION(S) ON RECORD DRAWINGS, AND COIL A MINIMUM OF 20' OF PULL RAKE.
3. ALL ABOVE CONDUIT, JUNT, JOBS, STRAPS, FITTINGS ETC. REQUIRED TO INSTALL, "UNDERGROUND CONDUITS SHALL BE INCLUDED IN THE CONDUIT ITEM, "UNDERGROUND CONDUIT, GALVANIZED STEEL, 3 1/2" DIA."

ELECTRIC SERVICE CONDUIT INSTALLATION DETAIL
N.T.C.



NOTES:

1. CONTRACTOR SHALL NOTIFY THE CONTRACTOR IF THERE IS NOT ENOUGH EXISTING CABLE TO RECONNECT TO THE EXISTING MONUMENT SIGN. THE CONTRACTOR SHALL ADVISE THE ENGINEER OF THIS FACT PRIOR TO PROCEEDING WITH WORK.
2. CONDUITS TO BE ANNOUNCED SHALL BE CUT TO A MINIMUM OF 1'-0" BELOW GRADE.
3. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE LIBRARY AND ENGINEER.
4. ALL WORK TO REINSTATE EXISTING CONDUITS AND CABLES TO THE MONUMENT SIGN SHALL BE INCLUDED IN THE PAY ITEM "REMOVE AND RELOCATE EXISTING MONUMENT SERVICE."

REMOVE AND RELOCATE EXISTING MONUMENT SERVICE

N.T.S.

ISSUE FOR BID
AUGUST 21, 2026

CREST HILL COMMONS PHASE 1

20650 CITY CENTER BOULEVARD,
CREST HILL, ILLINOIS, 60403



PROJECT LOCATION MAP
SCALE 1"=600'00"

SHEET INDEX	
#	SHEET
A-SERIES	
A.01	GENERAL NOTES
A.02	CONTRACT ADMINISTRATION
A.03	PROJECTIONS
B-SERIES	
B.01	LANDSCAPE ARCHITECTURE
B.02	LANDSCAPE ARCHITECTURE
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B.100	LANDSCAPE ARCHITECTURE

CONSULTANT INFORMATION

LANDSCAPE ARCHITECT RVI PLANNING + LANDSCAPE ARCHITECTURE 2500 N. MICHIGAN AVE. SUITE 200 NAPERVILLE, ILLINOIS 60540 T 630.881.1787	ELECTRICAL ENGINEER CICORBA GROUP, INC. 8723 W. HIGGINS ROAD SUITE 200 CHICAGO, ILLINOIS 60631 T 773.775.0029	SHEETS: L-SERIES	SHEETS: B-SERIES
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CIVIL ENGINEER
SPACE CO. INC.
9274 WEST HIGGINS ROAD
SUITE 700
ROSEMONT, ILLINOIS 60018
T 847.886.4080
F 847.336.4085

SHEETS: C-SERIES

- GENERAL NOTES**
1. ALL INFORMATION OBTAINED FROM PLANS PREPARED BY SPACE CO. INC. RECEIVED SEPTEMBER 17, 2021.
 2. VERIFY SITE CONDITIONS AND INFORMATION ON DRAWINGS. REPORT ANY DISCREPANCIES, OMISSIONS, OR CONDITIONS NOT TAKEN INTO ACCOUNT TO THE OWNER AND ARCHITECT IMMEDIATELY. THE OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT SUCH DISCREPANCIES.
 3. SECURE AND PAY FOR PERMITS, FEES, AND INSURANCE NECESSARY FOR THE PROPER EXECUTION OF THIS WORK. COMPLY WITH ALL CODES APPLICABLE TO THIS WORK.
 4. REFER TO SPECIFICATIONS FOR ADDITIONAL CONDITIONS, STANDARDS AND NOTES.
 5. THE PLANS AND SPECIFICATIONS ARE HEREBY TO BE CONSIDERED THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

Call before you dig.
800.892.0123

Call 800.892.0123
It's the Right Way



PREPARED FOR
CITY OF CREST HILL

20650 CITY CENTER BOULEVARD
CREST HILL, ILLINOIS 60403

CONSULTANTS

LANDSCAPE ARCHITECT
RVI PLANNING + LANDSCAPE ARCHITECTURE
2500 N. MICHIGAN AVE.
SUITE 200
NAPERVILLE, ILLINOIS 60540
T 630.881.1787

ELECTRICAL ENGINEER
CICORBA GROUP, INC.
8723 W. HIGGINS ROAD
SUITE 200
CHICAGO, ILLINOIS 60631
T 773.775.0029

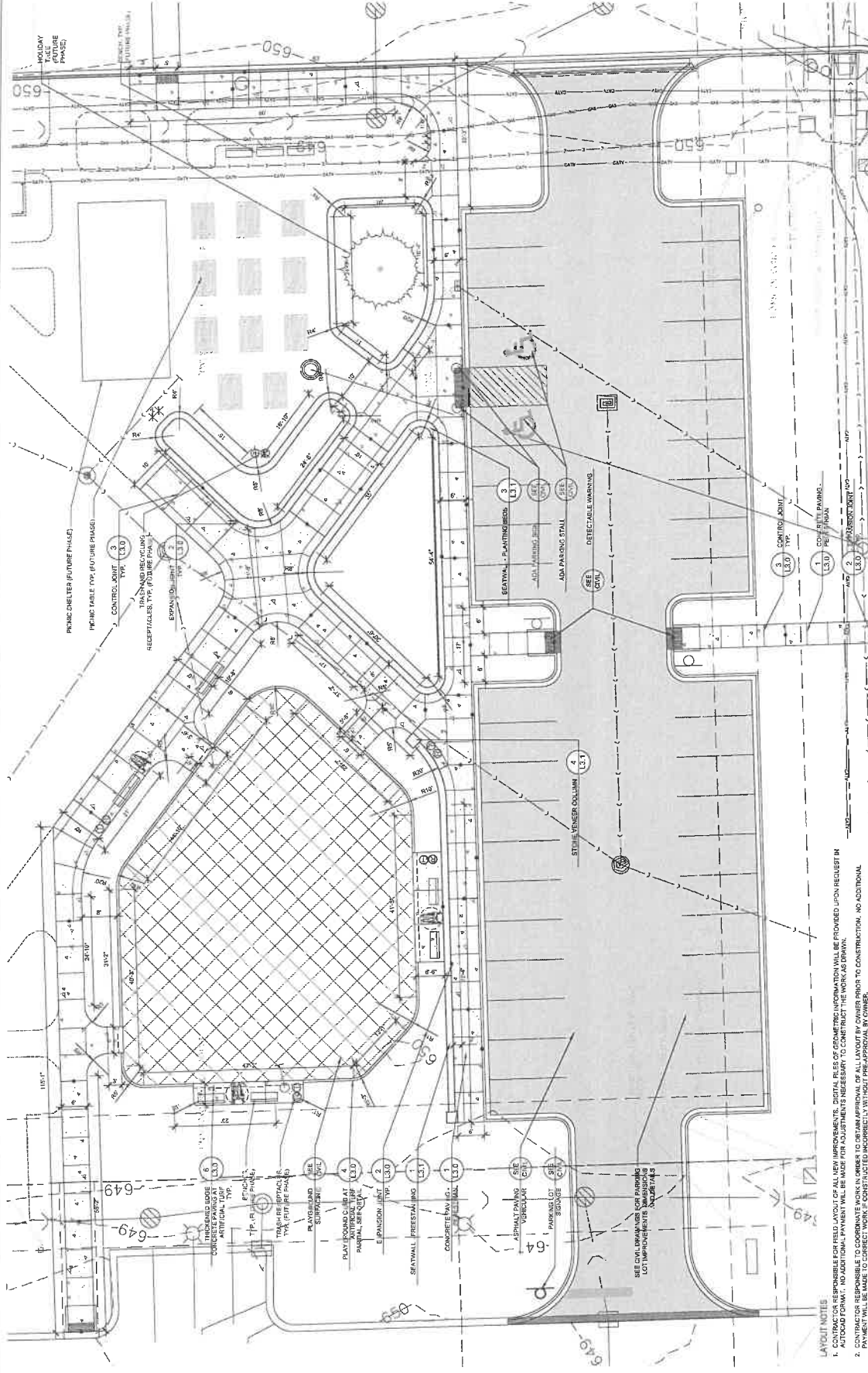
CREST HILL COMMONS PHASE 1
ISSUE FOR BID
20650 CITY CENTER BOULEVARD
CREST HILL, ILLINOIS 60403

PROJECT NO: 20000439
DATE: 08/14/2026
DRAWN: KRECHDO
CHECKED: LLEBET
AUGUST 14, 2026
NO DATE
SCALE

11. CONTRACTOR RESPONSIBLE TO TAMP, DELIVERY, ASSEMBLE AND INSTALL ALL MATERIALS AND FURNISHINGS PER MANUFACTURER'S INSTRUCTIONS.
12. PLACE CONTROL AND EXPANSION JOINTS AS SHOWN ON PLANS AND DETAILS FOR ALL CURBS, WALLS, STEPS, AND CONCRETE PAVING. WHERE JOINTS SEPARATE PAVING.
13. CONTRACTOR WILL MAINTAIN USE ZONE REQUIREMENTS WITHIN DOT SURFACING. NO USE ZONE WILL OVERLAP OR BE TANGENT UNLESS NOTED. ADJUST PLAYGROUND BARRIER CURBS AND/OR ADJACENT PAVING AS NEEDED TO ACCOMMODATE PLAY EQUIPMENT FALL ZONES.
14. LAYOUT OF SOFT SURFACE SHALL BE VERIFIED IN FIELD BY OWNER PRIOR TO PLACEMENT.
15. REFER TO SPECIFICATIONS FOR ADDITIONAL CONDITIONS, STANDARDS AND NOTES.

LAYOUT NOTES

1. CONTRACTOR RESPONSIBLE FOR FIELD LAYOUT OF ALL NEW IMPROVEMENTS. DIGITAL FILES OF GEOMETRIC INFORMATION WILL BE PROVIDED UPON REQUEST IN AUTOCAD FORMAT. NO ADDITIONAL PAYMENT WILL BE MADE FOR ADJUSTMENTS NECESSARY TO CONSTRUCT THE WORK AS DRAWN.
2. CONTRACTOR RESPONSIBLE TO COORDINATE WORK IN ORDER TO OBTAIN APPROVAL OF ALL LAYOUT BY OWNER PRIOR TO CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE TO CORRECT WORK IF CONSTRUCTED INCORRECTLY WITHOUT PRE-APPROVAL BY OWNER.
3. CONTRACTOR RESPONSIBLE TO MAINTAIN ALL LAYOUT STAKES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE TO REPLACE LAYOUT STAKES. PLACE STAKES AT EDGES OF FIELDS, LIMITS OF PLAYGROUND, AND EVERY 25 FEET ON CENTER ALONG CENTRELINE OF ALL PATHWAYS FOR REVIEW BY OWNER PRIOR TO BIRTHDAY ORIENTATION.
4. ALL WALLS ARE DIMENSIONED TO FACE OF WALL UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS FROM ROADWAY ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
6. ALL CURVES AND RADIUS TO BE SMOOTH AND NOT SEGMENTED.
7. CONTRACTOR TO PROVIDE LAYOUT STAKES EVERY 10 FEET MINIMUM FOR LARGE ARCS WHERE PAQUE POINTS ARE NOT ACCESSIBLE.
8. ADJUSTMENT TO STAKE LOCATIONS DUE TO DISCREPANCIES BETWEEN COORDINATES AND DIMENSIONS IS INCIDENTAL TO THE CONTRACT. NO ADDITIONAL PAYMENTS WILL BE MADE FOR THIS WORK.
9. ALL ROADWAY WIDTHS ARE MEASURED FROM EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON THE PLANS.



PREVAILING WAGES

Will County Prevailing Wage Rates posted on 7/15/2026

Overtime																				
Trade Title	Rg	Type	C	Base	Foreman	M-F				Su				H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		53.00	54.00	1.5	1.5	1.5	2.0	2.0	19.86	18.34	0.00	0.91				0.00	0.00	
ASBESTOS ABT-MEC	All	BLD		43.52	47.00	1.5	1.5	1.5	2.0	2.0	17.84	16.75	0.00	1.01				3.42	6.84	
BOILERMAKER	All	BLD		62.06	67.64	2.0	2.0	2.0	2.0	2.0	7.07	27.81	0.00	3.69	2.72			0.00	40.50	
BRICK MASON	All	BLD		54.81	60.29	1.5	1.5	2.0	2.0	2.0	14.74	25.51	0.00	1.59	0.00			13.05	17.40	
CARPENTER	All	ALL		58.51	64.36	2.0	2.0	2.0	2.0	2.0	14.49	31.73	2.56	1.04				0.00	0.00	
CEMENT MASON	All	ALL		48.85	50.85	2.0	1.5	2.0	2.0	2.0	13.37	33.80	0.00	0.80	0.00			0.00	0.00	
CERAMIC TILE FINISHER	All	BLD		51.09	51.09	1.5	1.5	2.0	2.0	2.0	14.00	18.32	0.00	1.41	0.00			17.32	23.08	
CERAMIC TILE LAYER	All	BLD		59.44	64.44	1.5	1.5	2.0	2.0	2.0	14.00	22.43	0.00	1.54	0.00			23.67	31.56	
COMMUNICATION TECHNICIAN	All	BLD		48.00	52.80	1.5	1.5	2.0	2.0	2.0	18.59	19.52	0.00	0.78	2.42			0.00	0.00	
CONCRETE SPECIALIST	All	BLD		53.56	60.18	1.5	1.5	2.0	2.0	2.0	14.74	26.81	0.00	1.59	0.00			15.00	20.00	
CONCRETE SPECIALIST WELDER	All	BLD		56.24	60.18	1.5	1.5	2.0	2.0	2.0	14.74	26.81	0.00	1.59	0.00			15.00	20.00	
ELECTRIC PWR EQMT OP	All	ALL		67.18	73.73	1.5	1.5	2.0	2.0	2.0	12.99	23.34	0.00	3.69	0.00			0.00	0.00	
ELECTRIC PWR GRNDMAN	All	ALL		52.40	73.73	1.5	1.5	2.0	2.0	2.0	10.13	18.20	0.00	2.87	0.00			0.00	0.00	
ELECTRIC PWR LINEMAN	All	ALL		67.18	73.73	1.5	1.5	2.0	2.0	2.0	12.99	23.34	0.00	3.69	0.00			0.00	0.00	
ELECTRICIAN	All	BLD		61.00	66.49	1.5	1.5	2.0	2.0	2.0	18.98	23.33	0.00	1.45	5.50			0.00	0.00	
ELEVATOR CONSTRUCTOR	All	BLD		73.65	82.86	2.0	2.0	2.0	2.0	2.0	16.37	21.76	5.89	0.80				0.00	0.00	
GLAZIER	All	BLD		55.35	56.85	1.5	2.0	2.0	2.0	2.0	16.54	27.36	0.00	2.35	0.00			0.00	0.00	
HEAT/FROST INSULATOR	All	BLD		58.02	61.50	1.5	1.5	2.0	2.0	2.0	17.84	20.05	0.00	1.01				5.07	10.14	
IRON WORKER	All	ALL		54.50	59.95	2.0	2.0	2.0	2.0	2.0	15.16	31.82	0.00	1.35	0.00			0.00	0.00	
LABORER	All	ALL		53.00	53.75	1.5	1.5	2.0	2.0	2.0	19.86	18.34	0.00	0.91				0.00	0.00	
LATHER	All	ALL		58.51	64.36	2.0	2.0	2.0	2.0	2.0	14.49	31.73	2.56	1.04				0.00	0.00	
MACHINIST	All	BLD		61.89	65.89	1.5	1.5	2.0	2.0	2.0	14.43	9.95	1.85	1.47				0.00	0.00	
MARBLE FINISHER	All	ALL		41.74	56.44	1.5	1.5	2.0	2.0	2.0	14.74	22.81	0.00	1.01	0.00			9.00	12.00	
MARBLE SETTER	All	BLD		53.75	59.13	1.5	1.5	2.0	2.0	2.0	14.74	24.78	0.00	1.27	0.00			11.96	15.94	
MATERIAL TESTER I	All	ALL		43.00		1.5	1.5	2.0	2.0	2.0	19.86	18.34	0.00	0.91				0.00	0.00	
MATERIALS TESTER II	All	ALL		48.00		1.5	1.5	2.0	2.0	2.0	19.86	18.34	0.00	0.91				0.00	0.00	

Will County Prevailing Wage Rates posted on 7/15/2026

MILLWRIGHT	All	ALL		58.51	64.36	2.0	2.0	2.0	2.0	2.0	14.49	31.73	2.56	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	68.80	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	67.50	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	64.95	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	63.20	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	72.55	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	69.80	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	71.80	72.80	2.0	2.0	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	1	78.55	78.55	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.90	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	2	77.05	78.55	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.90		0.00	0.00
OPERATING ENGINEER	All	FLT	3	72.55	78.55	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.90	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	4	68.05	78.55	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.90	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	5	80.05	78.55	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.90	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT	6	68.05	78.55	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.90	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	67.00	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	66.45	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	64.40	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	63.00	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	61.80	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	70.00	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	68.00	71.00	1.5	1.5	2.0	2.0	2.0	25.95	22.30	2.00	2.80	0.00	0.00	0.00
PAINTER	All	ALL		56.30	63.34	1.5	1.5	1.5	2.0	1.5	16.86	18.24	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		58.51	64.36	2.0	2.0	2.0	2.0	2.0	14.49	31.73	2.56	1.04		0.00	0.00
PIPEFITTER	All	BLD		59.50	62.50	1.5	1.5	2.0	2.0	2.0	16.00	23.85	0.00	2.87	0.00	0.00	0.00
PLASTERER	All	BLD		54.98	58.28	1.5	1.5	2.0	2.0	2.0	18.50	22.10	0.00	1.25		0.00	0.00
PLUMBER	All	BLD		62.00	65.70	1.5	1.5	2.0	2.0	2.0	20.85	18.00	0.00	2.17		0.00	0.00
ROOFER	All	BLD		53.75	58.75	1.5	1.5	2.0	2.0	2.0	12.95	18.19	0.00	1.14	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		60.89	65.76	1.5	1.5	2.0	2.0	2.0	18.91	19.90	0.00	1.82	2.72	0.00	0.00
SPRINKLER FITTER	All	BLD		63.20	65.95	1.5	1.5	2.0	2.0	2.0	15.45	19.95	0.00	1.15	0.00	0.00	0.00

Will County Prevailing Wage Rates posted on 7/15/2026

STONE MASON	All	BLD		54.81	60.29	1.5	1.5	2.0	2.0	14.74	25.51	0.00	1.59	0.00	13.05	17.40
SURVEY WORKER	All	BLD		60.00	61.00	1.5	1.5	2.0	2.0	20.50	14.95		1.59	0.00	0.00	0.00
SURVEY WORKER	All	HWY		60.00	61.00	2.0	2.0	1.5	1.5	20.50	14.95		1.59	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		53.44	53.44	1.5	1.5	2.0	2.0	14.00	19.59	0.00	1.14	0.00	13.89	18.52
TERRAZZO MECHANIC	All	BLD		57.35	60.85	1.5	1.5	2.0	2.0	14.00	20.97	0.00	1.50	0.00	14.63	19.50
TRAFFIC SAFETY WORKER I	All	HWY		44.65	46.65	1.5	1.5	2.0	2.0	11.00	10.33	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		45.65	47.65	1.5	1.5	2.0	2.0	11.00	10.33	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	50.74	51.29	1.5	1.5	2.0	2.0	12.65	14.90	0.00	0.35	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	50.89	51.29	1.5	1.5	2.0	2.0	12.65	14.90	0.00	0.35	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	51.09	51.29	1.5	1.5	2.0	2.0	12.65	14.90	0.00	0.35	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	51.29	51.29	1.5	1.5	2.0	2.0	12.65	14.90	0.00	0.35	0.00	0.00	0.00
TUCKPOINTER	All	BLD		53.53	54.53	1.5	1.5	2.0	2.0	12.05	23.73	0.00	1.48	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WILL COUNTY

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

Will County Prevailing Wage Rates posted on 7/15/2026

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of

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interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

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OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small

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Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

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TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Raymond R. Soliman
Mayor

Christine Vershay-Hall
Clerk

Jamie Malloy
Treasurer

Ward 1
Scott Dyke
Angelo Deserio

Ward 2
Claudia Gazal
Darrell Jefferson

Ward 3
Tina Oberlin
Mark Cipiti

Ward 4
Nate Albert
Joe Kubal

Blaine
City Administrator



September 22, 2026

Austin Tyler Construction Inc.
700 South Rowell Avenue
Joliet, Illinois 60433

RE: City of Crest Hill
Crest Hill Commons, Phase 1
Notice of Award

You are here notified that your bid dated September 11, 2026, for the above referenced project has been considered and you are the apparent Successful Bidder and have been awarded the Contract by the City of Crest Hill, City Council at their September 21, 2026, council meeting. The approved contract amount for this Improvement is \$1,743,026.97

Attached to this letter are three contracts to be executed and returned to the City Engineer within Fifteen (15) days after date of the notice of award of the Contract. Deliver with the with the executed Contract Documents and Contract security (Bonds) as specified.

Failure to comply with these conditions within the time specified will entitle CITY to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Should there be any questions on this matter, please feel free to call or email me at your convenience.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Ronald J. Wiedeman".

Ronald J Wiedeman, P.E.
City Engineer

Encl:
CC: File

CITY OF CREST HILL
1610 Plainfield Road
Crest Hill, IL 60403
815-741-5100
cityofcresthill.com