

## PERFORMANCE BOND

Bond No. F294365

KNOW ALL MEN BY THESE PRESENTS: that

Sjostrom & Sons, Inc.

(Name of Contractor)

1129 Harrison Avenue, Rockford, IL 61104

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)Great American Insurance Company

(Name of Surety)

301 E. Fourth Street, Cincinnati, OH 45202 (513) 369-5000

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sterling Park District, Illinois

(Name of Owner)

1913 3rd Avenue, Sterling, IL 61081

(Address of Owner)

hereinafter called OWNER, in the penal sum of One hundred fourteen thousand nine hundred forty-three  
dollars and 00/100 cents (\$ 114,943.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is attached hereto and made a part hereof for the construction of:

Dillion Carriage House Repairs

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

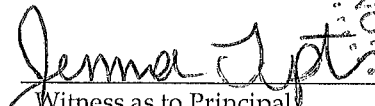
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

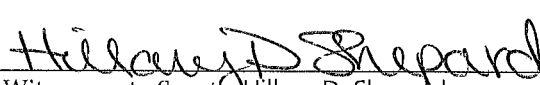
IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary  
(SEAL)


  
\_\_\_\_\_  
Witness as to Principal  
1129 Harrison Ave  
\_\_\_\_\_  
(Address)  
Rockford, IL 61104  
\_\_\_\_\_

ATTEST:

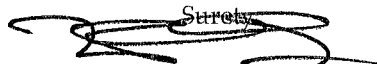
  
\_\_\_\_\_  
Witness as to Surety Hillary D. Shepard  
444 W. 47th Street, Suite 900  
\_\_\_\_\_  
(Address)  
Kansas City, MO 64112  
\_\_\_\_\_

Sjostrom & Sons, Inc.

Principal

By   
\_\_\_\_\_  
1129 Harrison Avenue  
\_\_\_\_\_  
(Address)  
Rockford, IL 61104  
\_\_\_\_\_

Great American Insurance Company

By   
\_\_\_\_\_  
Attorney-in-Fact Veronica Lawver  
301 E. Fourth Street  
\_\_\_\_\_  
(Address)  
Cincinnati, OH 45202 (513) 369-5000  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

## PAYMENT BOND

Bond No. F294365

KNOW ALL MEN BY THESE PRESENTS: that

Sjostrom &amp; Sons, Inc.

(Name of Contractor)

1129 Harrison Avenue, Rockford, IL 61104

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Great American Insurance Company

(Name of Surety)

301 E. Fourth Street, Cincinnati, OH 45202 (513) 369-5000

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Sterling Park District, Illinois

(Name of Owner)

1913 3rd Avenue, Sterling, IL 61081

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Dillion Carriage House Repairs


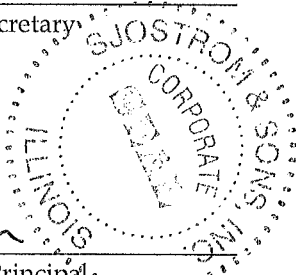
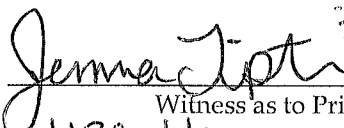
NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

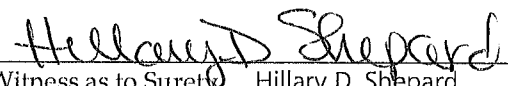
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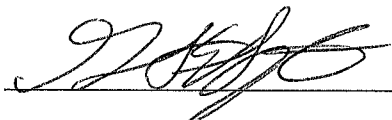
  
\_\_\_\_\_  
(Principal) Secretary  
(SEAL)   
  
\_\_\_\_\_  
Witness as to Principal  
1129 Harrison Ave  
\_\_\_\_\_  
(Address)  
Rockford, IL 61104  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Witness as to Surety Hillary D. Shepard  
444 W. 47th Street, Suite 900  
\_\_\_\_\_  
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Kansas City, MO 64112  
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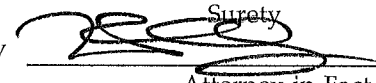
Sjostrom & Sons, Inc.

Principal

By   
\_\_\_\_\_  
1129 Harrison Avenue  
\_\_\_\_\_  
(Address)  
Rockford, IL 61104  
\_\_\_\_\_

Great American Insurance Company

Surety

By   
\_\_\_\_\_  
Attorney-in-Fact Veronica Lawver  
301 E. Fourth Street  
\_\_\_\_\_  
(Address)  
Cincinnati, OH 45202 (513) 369-5000  
\_\_\_\_\_

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IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than NINE

No. 0 22128

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JEFFREY C. CAREY	ALL OF	ALL
EVAN D. SIZEMORE	KANSAS CITY,	\$100,000,000
C. STEPHENS GRIGGS	MISSOURI	
TAHITIA M. FRY		
ERIN C. LAVIN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of FEBRUARY, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 3RD day of FEBRUARY, 2023,

MARK VICARIO (877-377-2405)

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of



*Atty L C. B.*

Assistant Secretary

## CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between  
Sjostrom & Sons, Inc. (a corporation organized and  
existing under the laws of the State of Illinois) (a partnership consisting of  
N/A) (an individual trading as N/A)<sup>1</sup>

hereinafter called the "CONTRACTOR", and Sterling Park District, Illinois, hereinafter called the  
"OWNER".

WITNESSETH: that the CONTRACTOR and the OWNER for the considerations stated herein mutually  
agree as follows:

ARTICLE 1. STATEMENT OF WORK. The CONTRACTOR shall furnish all supervision, technical  
personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation  
services, and perform and complete all work required for the construction of the proposed Improvements  
embraced in the Project; namely Dillion Carriage House Repairs<sup>2</sup>, and required supplemental work for the  
Dillion Carriage House Repairs, all in strict accordance with the Contract Documents including all addenda  
thereto, numbered 1 dated 1/24/25 ~~dated~~, all prepared by Willett, Hofmann & Associates, Inc.,  
acting and in these Contract Documents referred to as the "ENGINEER".

ARTICLE 2. CONTRACT PRICE. The OWNER shall pay the CONTRACTOR for the performance of the  
Contract, in current funds, subject to additions and deductions, the sum of  
One hundred fourteen thousand nine hundred forty-three dollars and 00/100 cents (\$ 114,943.00 ).

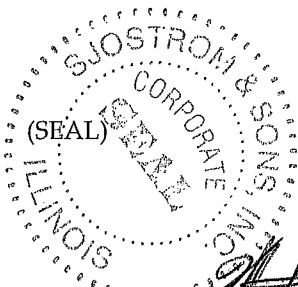
ARTICLE 3. CONTRACT. The executed contract documents shall consist of the following:

- |                            |   |
|----------------------------|---|
| a. This Agreement          | f. Performance Bond                                 |
| b. Addenda                 | g. Payment Bond                                     |
| c. Invitation for Bids     | h. General Conditions                               |
| d. Instructions to Bidders | i. Specifications/Special Provisions                |
| e. Signed Copy of Bid      | j. Drawings (as listed in the Schedule of Drawings) |

This Agreement, together with other documents enumerated in the ARTICLE 3, which said other  
documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract  
between the parties hereto. In the event that any provision in any component part of the Contract conflicts  
with any provision of any other component part, the provision of the component part first enumerated in  
this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in 3<sup>3</sup> original

copies on the day and year first above written.



CONTRACTOR: Sjostrom & Sons, Inc.  
Corporation <sup>4</sup>

BY: [Signature]

TITLE: President

ATTEST: [Signature]

BY: Kristopher Sjostrom

TITLE: VP/Corporate Secretary

(MUNICIPAL SEAL)

OWNER: Sterling Park District, Illinois

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

<sup>3</sup> The number of copies to be executed by the parties must be stated in the Agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

<sup>4</sup> Supply description of Contractor: Owner, Partnership or Corporation.



**WILLETTS HOFMANN**  
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

## **DILLON CARRIAGE HOUSE REPAIRS PROJECT ADDENDUM #1**

Posted: January 24, 2025  
Project: Dillion Carriage House Repairs  
Sterling Park District

**\*\*\*\* PLEASE FORWARD ON TO AFFECTED SUBCONTRACTORS AND ALL AFFECTED PARTIES IN  
YOUR COMPANY\*\*\*\***

The following serves as an addendum notice for the project. This information supersedes all conflicting information contained within the plans and specifications. All contractors must use the information in completing their bids.

1. Attached is the updated Table of Contents, Payment Bond, and Performance Bond forms with the corrected address.
2. The Park District has agreed to waive the helical anchor 5 years of experience requirement. The remaining requirements for the helical anchor installer will remain. Updated sheet 31 60 00 – 1 reflecting this revision is attached.

**END OF ADDENDUM #1**

Bidders shall list this Addendum on their Bid Form (sheet 00 41 13-1).



## SECTION 31 60 00 HELICAL PILES

### Part 1 GENERAL

#### 1.01 SUMMARY

This section specifies the furnishing of all necessary engineering and design services (if required), supervision, labor, materials, and equipment to perform all work to install and test the helical piles for the following project and location:

- A. Project: Dillion Carriage House Repairs
- B. Location: Dillion Home, Sterling, IL

#### 1.02 DESIGN CRITERIA

- A. All piles shall be designed to meet the following minimum allowable design (working) loads:

Axial Compressive: 10 kips

- B. REFERENCES

ACI - American Concrete Institute- ACI 301 - "Specifications for Structural Concrete for Buildings"

API - American Petroleum Institute

ASTM - American Society for Testing and Materials

ASTM A29/A 29M - "Steel Bars, Carbon and Alloy, Hot-Wrought and Cold Finished"

ASTM A53 - "Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless"

ASTM 123- "Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products"

ASTM A153 - "Zinc Coating (Hot-Dip) on Iron and Steel Hardware"

ASTM SAE J429 - "Mechanical and Material Requirements for Externally Threaded Fasteners"

ASTM A572 - "Latest Revision, HSLA Columbian-Vanadium Steels of Structural Quality"

ASTM A607 - "Steel, Shaft and Strip, High-Strength, Low-Alloy Chromium or Vanadium, for Both, Hot-Rolled and Cold-Rolled"

D1143/D1143M – Test Methods for Deep Foundations Under Static Axial Compressive Load.

D3689 – Test Methods for Deep Foundations Under Static Axial Tensile Load.

D3966/D3966M – Test Methods for Deep Foundations Under Lateral Load.

AWS - American Welding Society- AWS D1.1 "Structural Welding Code- Steel"

PTI - Post Tensioning Institute

#### 1.03 SUBMITTALS

- A. Comply with requirements of Section 01 33 00.

- B. Helical Pier Contractor Qualifications

1. Design Experience: The helical pier contractor or contractor's engineer shall be fully experienced in all aspects of design and have more than 5 years of relevant design experience.

2. Installation Experience: The helical pier contractor shall submit evidenced to the Owner that he has been engaged in the successful installation of helical piles for at least 5 years, has completed no less than 5 similar projects, and is a certified installer by the manufacturer.

- C. Construction Submittals:

1. Construction submittals shall be prepared by the contractor and submit to the Owner, for review and approval, at least 14 calendar days prior to the planned start of construction.
2. Provide details of installation sequence and equipment to be used in pile construction and example copies of daily installation records.

## INVITATION FOR BIDS

The Sterling Park District will receive bids for a public park improvement contract until 10:00 o'clock A.M. on the 30th day of January, 2025 at the office of the Director of Parks and Planning, located at 1913 3<sup>rd</sup> Avenue, Sterling, Illinois 61081, at which time and place all bids will be publicly opened and read aloud.

The proposed work for which the Sterling Park District is soliciting bids consists of one contract, "Dillon Home Carriage House Repairs", and includes the following:

"Underpinning of the southeast corner of the historic Dillon Home Carriage House in Sterling, Illinois. Project will include excavation, helical pile installation, placing reinforced concrete, utility relocation, and other related appurtenances."

The contract documents, including Drawings and Specifications, and form of contract and bonds for performance and payment, are on file at the office of the ENGINEER, Willett, Hofmann & Associates, Inc., 57 Airport Drive, Rockford, Illinois 61109.

Copies of the Contract Documents, including Project Manual and the Construction Drawings, shall be obtained electronically in PDF format from the Willett, Hofmann & Associates, Inc. website at [www.willetthofmann.com](http://www.willetthofmann.com). Contractors shall click on "Bid Login" on the homepage of the website and follow the instructions. The eBidDoc# (project number) is 9486122 for this project.

A certified check or bank draft, payable to the order of the Sterling Park District, Illinois, negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The Sterling Park District reserves the right to reject any or all bids or to waive any informality in the bidding.

Bids may be held by the Sterling Park District for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the Contract.

BY ORDER OF  
STERLING PARK DISTRICT, ILLINOIS  
By: Marvin Reyes

## INSTRUCTIONS TO BIDDERS

### 1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of Bidders and are not to be detached from the Contract Documents, filled out or executed. Separate copies of Bid Forms are furnished for that purpose.

### 2. INTERPRETATIONS OF ADDENDA

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to Willett, Hofmann & Associates, Inc., 57 Airport Drive, Rockford, Illinois 61109. To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be uploaded to the QuestCDN.com website, where an automatic email notification will be sent to all plan holders that the addendum is available for download. Addenda will be issued no later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve said bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

### 3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. In order to visit the site please contact Jana Jacobs at [JJacobs@sterlingparks.org](mailto:JJacobs@sterlingparks.org).

The Bidder should thoroughly examine and familiarize himself with the Drawings, Unit Specifications, Technical Specifications, and all other Contract Documents. The CONTRACTOR, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

### 4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

### 5. BIDS

- a. All bids must be submitted on forms supplied by the OWNER and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no

interlineation, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

- b. Bid Documents including the Bid Form and the Bid Bond shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.
- c. The OWNER may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the OWNER to a responsible Bidder on the basis of the lowest Bid, and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid guaranty, which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. A guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond. The amount of such Bid bond shall be within the maximum amount specified for such company in said Circular 570. **No Bid will be considered unless it is accompanied by the required guaranty.** Certified check or bank draft must be made payable to the order of the Sterling Park District, Illinois. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the performance and payment bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the OWNER for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in this Project Manual.

8. STATEMENT OF BIDDER QUALIFICATIONS

Owner may request the bidders to complete the Statement of Bidders Qualification after the bid open but prior to the contract award.

9. UNIT PRICES

The unit price for each of the items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original Contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 01 20 10 hereof.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the OWNER will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL AND MODIFICATIONS OF BIDS

Bids may be withdrawn or modified by written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in

the mail and postmarked prior to the time set for bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest, responsive, and responsible Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The OWNER reserves the right to consider as unqualified to do the work of general construction, any Bidder who does not habitually perform with his own forces the major portions of the work involved in the construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

- a. Subsequent to the award and **within fifteen (15) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the OWNER, an agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish performance and payment bonds, each in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the CONTRACTOR may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum shall be within the maximum specified for such company in said Circular 570.
- c. The failure of the successful Bidder to execute such Agreement and to supply the required bonds **within fifteen (15) days** after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the OWNER for a refund.

16. WAGES AND SALARIES

- a. The project is subject to the Illinois Prevailing Wage Act (820 ILCS 130/). This Act requires the payment of Illinois prevailing wages to all laborers, workers, and mechanics performing work on grant-funded projects, and subsequent reporting compliance. (<https://www2.illinois.gov/idol/>).
- b. The rates of pay are the minimums to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

This law comes into effect following two (2) consecutive months of a state unemployment rate above five (5) percent. More information about the Employment of Illinois Workers on Public Works Act can be found at:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of Illinois Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on the public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works projects financed in whole or in part by federal funds administered by the State of Illinois is covered under the provision of this act.

20. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

21. SUBSTANCE ABUSE PREVENTION PROGRAM

In addition to all other labor requirements set forth in this contract booklet, during the performance of this contract, the contractor for itself, its assignees, and successors in interest (hereafter referred to as the "CONTRACTOR") agrees as follows:

- a. Substance Abuse Prevention Program. Before the Contractor and any Subcontractor commences work, the Contractor and any subcontractor shall have in place a written substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0636.

- b. The CONTRACTOR and any subcontractor shall file with the Public Body engaged in the construction of the public works, a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the contractor or subcontractor has a collective bargaining agreement in effect dealing with the subject matter of the act.

22. INSURANCE

CONTRACTOR must submit a certificate to the owner in accordance with Section 00 72 16 Paragraph 1.23.

**END OF SECTION 00 21 13**



## BID FOR LUMP SUM CONTRACTS

Place	<u>Sterling Park</u> <u>District, IL</u>
Date	<u>01/30/2025</u>

Proposal of Sjostrom & Sons, INC. (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Illinois, a partnership, or an individual doing business as Corporation. To the Sterling Park District, Illinois (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a park improvement project titled "Dillion Carriage House Repairs", having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to substantially complete within 30 consecutive calendar days and final completion within 45 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$1,275.00 for each consecutive calendar day thereafter.

Bidder acknowledged receipt of the following Addenda:

No. <u>1</u>	Dated <u>January 24, 2025</u>
No. _____	Dated _____
No. _____	Dated _____

\*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the work described in the specifications and shown on the plans for the following Lump Sum Bid:

Dillion Carriage House Repairs Lump Sum Bid: \$114,943.00

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver Payment and Performance Bonds as required by Paragraph 15 of the Instruction to Bidders. The bid security attached in the sum of 5% of contract (\$Five Percent of base bid) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(If an individual)

(SEAL)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

-----  
(If a Partnership)

(SEAL)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

\_\_\_\_\_

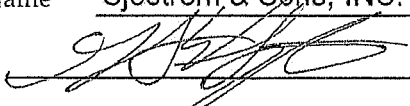
Insert Name and Address of All  
Members of the Firm

\_\_\_\_\_

\_\_\_\_\_

(If a corporation)

Corporate Name Sjostrom & Sons, INC.

Signed by 

Business Address 1129 Harrison Ave. Rockford, IL 61104

President Grant W. Sjostrom

Secretary Kristopher Sjostrom

Treasurer Joel Sjostrom

Attest: 

Secretary

(CORPORATE SEAL)



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

Sterling Park District, Illinois

\_\_\_\_\_  
(Name of Owner)

1913 3rd Avenue, Sterling, IL 61081

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of One hundred fourteen thousand nine hundred forty-three  
dollars and 00/100 cents (\$ 114,943.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is attached hereto and made a part hereof for the construction of:

Dillion Carriage House Repairs

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By _____
	_____
	(Address)
	_____
_____	
Witness as to Principal	
_____	
(Address)	
_____	
ATTEST:	By _____
	Surety
	Attorney-in-Fact
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	
_____	

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

---

Sterling Park District, Illinois

(Name of Owner)

---

1913 3rd Avenue, Sterling, IL 61081

(Address of Owner)

hereinafter called OWNER, in the penal sum of One hundred fourteen thousand nine hundred forty-three  
dollars and 00/100 cents (\$ 114,943.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is attached hereto and made a part hereof for the construction of:

---

Dillion Carriage House Repairs

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

_____	Principal
(Principal) Secretary	
(SEAL)	By _____
	_____
	(Address)
	_____
_____	
Witness as to Principal	
_____	
(Address)	
_____	
ATTEST:	By _____
	Surety
	_____
	Attorney-in-Fact
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	
_____	

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

## GENERAL CONDITIONS

### 1.1 DEFINITIONS

- A. Whenever used in any of the Contract documents the following meanings shall be given to the terms herein defined:
1. The term "Contract" or "Agreement" means the Contract executed by the OWNER and the CONTRACTOR, of which these GENERAL CONDITIONS form a part.
  2. The term "OWNER" means Sterling Park District, IL.
  3. The term "CONTRACTOR" means the person, firm or corporation entering into the Contract with the OWNER to construct and install the improvements embraced in this Contract.
  4. The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
  5. The term "ENGINEER" means Willett, Hofmann & Associates, Inc, the ENGINEER in charge, serving the OWNER with architectural and/or engineering services, his successor, or any other person or persons, employed by said OWNER for the purpose of directing or having in charge the work embraced in this Contract, the said ENGINEER acting directly or having in charge the work embraced in this Contract, the said ENGINEER having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
  6. The term "Local Government" means the town, city, village, county(ies) or other political subdivision of the State of Illinois within which the Project Area is situated.
  7. The term "Contract Documents" means and shall include, but not be limited to, the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Specifications and Construction Drawings.
  8. The term "Subcontractor" means any individual, firm, or corporation having a contractual responsibility with the CONTRACTOR or with any other subcontractor for the performance of a part of the work at the site.
  9. The term "Drawings" means the Construction Drawings prepared by the ENGINEER.
  10. The term "Specification" means that part of the Contract Documents which describes outlines and stipulates: the quality of the materials to be furnished, the quality of workmanship required and the methods to be used in carrying out the construction work to be performed under this Contract.
  11. The term "Addendum" or "Addenda" means any changes revisions or clarifications of the Contract Documents, which have been duly issued by the OWNER to prospective Bidders prior to the time of receiving Bids.

### 1.2 SUPERINTENDENCE BY CONTRACTOR

- A. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent satisfactory to the OWNER and the ENGINEER on the work at all times during working hours with full authority to act for him. The CONTRACTOR shall also provide an adequate staff for the proper coordination and expediting of his work.



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

### 1.3 SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form provided in this Project Manual and has received writing approval of such subcontractor from the OWNER.
- B. No proposed subcontractor shall be disapproved by the OWNER except for cause.
- C. The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The CONTRACTOR shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the OWNER.
- F. The CONTRACTOR shall not award work to Subcontractor(s) in excess of 50% of the contract price without prior written approval of the OWNER.

### 1.4 OTHER CONTRACTS

- A. The OWNER may award, or may have awarded other contracts for additional work, and the CONTRACTOR shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the OWNER. The CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled.

### 1.5 FITTING AND COORDINATION OF WORK

- A. The CONTRACTOR shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements that they may require for the fitting of their work to all surrounding work.

### 1.6 MUTUAL RESPONSIBILITY OF CONTRACTORS

- A. If, through acts or neglect on the part of the CONTRACTOR, any other Contractor or any subcontractor shall suffer loss or damage on the work, the CONTRACTOR shall settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been so sustained the OWNER will notify this CONTRACTOR, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the OWNER shall be allowed, the CONTRACTOR shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

1.7 ASSIGNMENT OR NOVATION

- A. The CONTRACTOR shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the OWNER provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the OWNER. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the CONTRACTORS rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

1.8 TECHNICAL SPECIFICATIONS AND DRAWINGS

- A. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of any discrepancy in Drawings, or Specifications, the matter shall be immediately submitted to the OWNER without whose decision, said discrepancy shall not be adjusted by the CONTRACTOR, save only at his own risk and expense.

1.9 REQUESTS FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the CONTRACTOR to make timely requests of the OWNER for any additional information not already in his possession which should be furnished by the OWNER under the terms of this Contract and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the CONTRACTOR. The first list shall be submitted within two weeks after improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

1.10 PERMITS AND CODES

- A. The CONTRACTOR shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the CONTRACTOR shall examine the Drawings and Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the OWNER. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the OWNER will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the CONTRACTOR fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code,

including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Specifications), the CONTRACTOR shall remove such work without cost to the OWNER, or a Change Order will be issued to cover only the excess cost the CONTRACTOR would have been entitled to receive if the change had been made before the CONTRACTOR commenced work on the items involved.

- B. The CONTRACTOR shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The CONTRACTOR shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

#### 1.11 CARE OF WORK

- A. The CONTRACTOR shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the OWNER.
- B. The CONTRACTOR shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, as may be necessary from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the CONTRACTOR, without special instructions or authorization from the OWNER, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the OWNER. The OWNER will determine any compensation claimed by the CONTRACTOR on account of such emergency work.
- D. The CONTRACTOR shall avoid damage as a result of his operations to existing sidewalks, streets, curbs and pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall, at his own expense, completely repair the damage thereto caused by his operations.
- E. The CONTRACTOR shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The CONTRACTOR shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The CONTRACTOR shall indemnify and save harmless the OWNER from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the OWNER may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 1.12 ACCIDENT PREVENTION

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or

dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

- B. The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the OWNER may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.
- C. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The CONTRACTOR shall promptly furnish the OWNER with reports concerning these matters.
- D. The CONTRACTOR shall indemnify and save harmless the OWNER and ENGINEER from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

#### 1.13 SANITARY FACILITIES

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

#### 1.14 REVIEW BY OWNER

- A. The OWNER, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the CONTRACTOR only by the OWNER and/or its authorized representatives or agents.

#### 1.15 PATENTS

- A. The CONTRACTOR shall hold and save the OWNER, its officers, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, specifically stipulated in the Specifications.

#### 1.16 WARRANTY OF TITLE

- A. No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other

agreement by which an interest therein or any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the OWNER free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the OWNER. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

#### 1.17 GENERAL GUARANTY

- A. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the OWNER or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve (12) months, or that specified in the technical specifications, from the date of final acceptance of the work.
- B. The OWNER will give notice of defective materials and work with reasonable promptness.

#### 1.18 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the CONTRACTOR shall be sufficiently stated on the signature page of the Agreement (or at such other office as the CONTRACTOR may from time to time designate in writing to the OWNER), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office,
- C. All papers required to be delivered to the OWNER shall, unless otherwise specified in writing to the CONTRACTOR, be delivered to Larry Schuldt and any notice to or demand upon the OWNER shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said OWNER at such address, or to such other representatives of the OWNER or to such other address as the OWNER may subsequently specify in writing to the CONTRACTOR for such purposes.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt as the case may be.

## 1.19 PARTIAL USE OF SITE IMPROVEMENTS

- A. The OWNER, at its election, may give notice to the CONTRACTOR and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:
1. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the CONTRACTOR.
  2. The CONTRACTOR shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
  3. The use of such sections shall in no way relieve the CONTRACTOR of his liability due to having used defective materials or to poor workmanship.
  4. The period of guarantee shall not begin to run until the date of the final acceptance of all work, which the CONTRACTOR is required to construct under this Contract.

## 1.20 TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- A. *Right of OWNER to Terminate Contract* - In the event that any of the provisions of this contract are violated by the CONTRACTOR, or by any of his subcontractors, the OWNER may serve written notice upon the CONTRACTOR and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the CONTRACTOR, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the OWNER shall immediately serve notice thereof upon the surety and the CONTRACTOR and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the OWNER may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the CONTRACTOR and the CONTRACTOR and his surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby, and in such event the OWNER may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- B. *Liquidated Damages for delays* - If the work is not completed within the time stipulated in the contract, including any extension of time for excusable delays as herein provided, then the CONTRACTOR will pay to the OWNER \$1,275.00 for each calendar day that the CONTRACTOR shall be in default. The CONTRACTOR and his sureties shall be liable to the OWNER for the amount thereof.
- C. *Excusable delays* - The right of the CONTRACTOR to proceed shall not be terminated nor shall the CONTRACTOR be charged liquidated damages for any delays in the completion of the work due:
1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
  2. To any acts of the OWNER.
  3. To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or

negligence of the CONTRACTOR, including, but not limited to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the OWNER, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1),(2), and (3) of this paragraph "c".

Provided, however, that the CONTRACTOR promptly notifies the OWNER within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the OWNER shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this contract, the delay is properly excusable, the OWNER shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### 1.21 DISPUTES

- A. All claims, disputes and other matters in question arising under this contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the CONTRACTOR to the OWNER for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the OWNER of notice thereof.
- B. The CONTRACTOR shall submit in detail his claim and his proof thereof. Each decision by the governing body of the OWNER will be in writing and will be mailed to the CONTRACTOR by registered or certified mail, return receipt requested, directed to his last known address.
- C. If the CONTRACTOR does not agree with any decision of the OWNER, he shall in no case allow the dispute to delay the work but shall notify the OWNER promptly that he is proceeding with the work under protest and he may then except the matter in question from final release.
- D. All legal recourse sought by the CONTRACTOR, shall be filed with the County Circuit Court System, in the County where the work has taken place.

#### 1.22 DEDUCTION FOR UNCORRECTED WORK

- A. If the OWNER deems it not expedient to require the CONTRACTOR to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the CONTRACTOR and the OWNER and subject to settlement, in case of dispute as herein provided.

#### 1.23 INSURANCE

The CONTRACTOR shall not commence work under the contract until all insurance has been obtained. Certificates of insurance showing coverage as required to be in effect will be filed with the OWNER at the

time of entering into the contract. Certificates of insurance will be on Accord Forms and shall provide thirty (30) days' notice of cancellation. The certificates will be signed by the insurance companies or their authorized agents. The insurance companies must be authorized to do business in the State of Illinois and carry an "A.M. Best" rating of AX or better.

The CONTRACTOR shall maintain in force the coverage's required in this section for the term of the contract. Also, the CONTRACTOR shall not allow any SUBCONTRACTOR to commence work on any portion of the project without evidence that the SUBCONTRACTOR has insurance coverage equal to the coverage's required in this section.

The minimum amounts of insurance shall be as follows:

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

A. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE

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

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

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

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

B. CONTINUING COMPLETED OPERATIONS LIABILITY INSURANCE

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

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



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

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

C. BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE

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

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

D. WORKERS' COMPENSATION INSURANCE

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

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

E. GENERAL INSURANCE PROVISIONS

1. Evidence of Insurance

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

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

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

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from

entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

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

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

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

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

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

F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer, the Architect, and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the

Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

BUILDER'S RISK:

The Contractor will provide Builder's Risk Insurance throughout the duration of the project.

**END OF SECTION 00 72 16**

## SUMMARY

### 1.1 SECTION INCLUDES

- A. Contract Description.
- B. Work by OWNER.
- C. CONTRACTOR use of site.
- D. Work Sequence.

### 1.2 CONTRACT DESCRIPTION

- A. The CONTRACTOR shall furnish all labor, equipment, and materials necessary to complete the Dillion Carriage House Repairs as described on the construction drawings. In general, the major components of the proposed Work under this Contract will include, but not be limited to, the following items:
  - 1. Earth Excavation
  - 2. Helical Piles
  - 3. Reinforced Concrete Grade Beam
  - 4. Utility Relocation

### 1.3 WORK BY OWNER

- A. The OWNER will award **ONE (1) CONTRACT** for the proposed Dillion Carriage House Repairs.
- B. OWNER will be responsible for self-performing or self-contracting work by others or work by owner indicated on the Plans.

### 1.4 CONTRACTOR USE OF SITE

- A. Construction activities should be confined to the Dillion Home Property.
- B. CONTRACTOR's construction activities should not obstruct the OWNER from performing their day-to-day operational duties and shall provide safe access to adjacent, non-construction areas of the Property.

### 1.5 CONSTRUCTION SCHEDULE

- A. CONTRACTOR shall complete work as set forth in the Agreement and shall pay liquidated damages to the OWNER in the amount of **one thousand, two-hundred seventy-five dollars (\$1,275.00)** for each consecutive calendar day for work not completed by the completion date specified in the Agreement.
- B. CONTRACTOR shall be substantially completed within **25 working days** GWS  
~~30 consecutive calendar days~~. Substantially complete shall be defined as the completion of all construction work. CONTRACTOR shall be at final completion within 45 days. Final completion shall be defined as completion of punchlist items, and submission of the final pay request, final change order, contractor's affidavit and final waiver of liens from all subcontractors and material suppliers.



## APPLICATIONS FOR PAYMENT

### 1.1 SECTION INCLUDES

- A. Procedures for the preparation and submittal of applications for payment.

### 1.2 FORMAT

- A. Payment request must be submitted on the ENGINEER'S standard pay request form.
- B. CONTRACTOR shall provide the ENGINEER with the following for preparing progress payments:
  - 1. Item.
  - 2. Description of Work Item.
  - 3. Scheduled Values for Each Work Item.
  - 4. Stored Materials under each Application.
  - 5. Authorized Change Orders.
  - 6. Percentage of Completion or Quantity Installed for Each Work Item.

### 1.3 PREPARATION OF APPLICATIONS

- A. ENGINEER shall prepare each pay request for the CONTRACTOR'S review and signature.
- B. Use work items from approved Schedule of Values. Provide a percentage of completion or quantity installed and a dollar value in each column for each work item performed.
- C. OWNER will pay for materials stored on site. CONTRACTOR must have the materials at the construction site and provide an invoice identifying the cost of the materials stored. At the next pay request submission, the CONTRACTOR must provide a waiver of lien showing payment for stored materials.
- D. Provide ENGINEER with list of all Change Order items for the ENGINEER'S preparation of the Change Order.
- E. Provide ENGINEER with Contractor's Affidavit (form as supplied by ENGINEER) and Partial Waivers of Lien for materials and sub-contractors work from previous months Periodic Payment Request.

### 1.4 SUBMITTAL PROCEDURES

- A. CONTRACTOR shall electronically sign a pdf of the Periodic Pay Request and Change Orders.
- B. ENGINEER shall electronically sign the pdf of the Periodic Pay Request and Change Orders.
- C. ENGINEER submit electronic copies of each Periodic Pay Request and Change Orders to OWNER.
- D. Periodic Payment Request will be made once (1) per month.
- E. Submit partial waivers of lien and Contractors Affidavit for all materials and sub-contractors works from previous months Periodic Payment Request.
- F. Submit Final waivers of liens and Contractors Affidavit for all material suppliers (over \$500) and sub-contractors for release of the Final Pay Request.
- G. Final Waivers of lien and Contractors Affidavit shall show total contract dollar amounts of each supplier and subcontractor's work.

## 1.5 PARTIAL PAYMENT

- A. The Contractor shall prepare a draft of the requisition for partial payment as of the last Friday of the month and submit it, with required number of copies, to the ENGINEER for approval. The amount of the payment due the CONTRACTOR shall be determined by adding to the total value of work completed to date, the value of materials properly stored on site deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on site shall be based upon the quantities of materials and the invoice prices. Copies of all invoices shall be provided to the ENGINEER to receive credit for stored materials.

Payment shall be made to the CONTRACTOR within sixty (60) days of the OWNERS approval of a partial pay estimate.

- B. Monthly or partial payments made by the OWNER to the CONTRACTOR are moneys advanced for the purpose of assisting the CONTRACTOR to expedite the work of construction. The CONTRACTOR shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the OWNER. Such payments shall not constitute a waiver of the right of the OWNER to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the OWNER in all details.
- C. If a lump sum contract price is deemed advisable, revise: the third sentence in paragraph (a.) under "Partial Payments" to read as follows:

The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the price established in the cost breakdown and adjusted in accordance with the value of work completed to date on approved change orders.

## 1.6 FINAL PAYMENT

- A. After final inspection and acceptance by the OWNER of all work under the contract, the CONTRACTOR shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the agreement. The total amount of the final payment due the CONTRACTOR under this contract shall be the amount computed as described above less all-previous payments.
- B. The amount of the final payment due the contractor shall be the lump sums shown on the agreement or the sum as adjusted by approved change orders.
- C. The OWNER, before paying the final payment to the CONTRACTOR, shall receive from the CONTRACTOR, his final waiver of lien and a contractor's affidavit with supporting final waivers of lien (all on forms as supplied by the OWNER) from all material suppliers and subcontractors, properly executed, showing total monetary amounts as listed on the affidavit and matching the waivers as received from the material suppliers and subcontractors. An authorized representative of the company along with their printed name and title shall sign waivers of lien.

## 1.7 WITHHOLDING PAYMENTS

- A. The OWNER may withhold from any payment otherwise due the CONTRACTOR so much as may be necessary to protect the OWNER and if it so elects may also withhold any amounts due from the CONTRACTOR to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the OWNER and will not require the OWNER to determine or adjust any claims or disputes between the CONTRACTOR and his subcontractors or material dealers, or to withhold any moneys for their protection unless the OWNER elects to do so. The failure or refusal of the OWNER to withhold moneys from the CONTRACTOR shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

1.8 PAYMENTS SUBJECT TO SUBMISSION OF CERTIFICATES

- A. Each payment to the CONTRACTOR by the OWNER shall be made subject to the submission by the CONTRACTOR of all written certifications required of him and his subcontractors, as pertaining to weekly statement of compliance.

**END OF SECTION 01 20 00**



## MODIFICATION REQUIREMENTS

### 1.1 SECTION INCLUDES

- A. Procedures for the preparation and submittal of change orders.

### 1.2 FORMAT

- A. Change Order requests may be submitted by Contractor or Engineer.
- B. CONTRACTOR shall provide the ENGINEER with the following for preparing change orders:
  - 1. Item.
  - 2. Description of Work Item.
  - 3. Scheduled Values for Each Work Item (material and labor).
  - 4. Reason and justification of change order request.

### 1.3 PREPARATION OF CHANGE ORDER

- A. ENGINEER shall prepare each final change order for the CONTRACTOR'S review and signature.
- B. Change Order will be submitted on the ENGINEER'S standard change order form.
- C. Use work items from approved Schedule of Values, where applicable.

### 1.4 SUBMITTAL PROCEDURES

- A. CONTRACTOR electronically signs the Change Orders.
- B. ENGINEER electronically signs the Change Orders.
- C. ENGINEER submits an electronic copy of each Change Orders to OWNER.
- D. Upon OWNER'S approval of change order, the work shall commence expeditiously.
- E. Approved Change Order amount will be reflected on following month's payment estimate.

### 1.5 CHANGES IN WORK

- A. The OWNER may make changes in the scope of work required to be performed by the CONTRACTOR under the contract or making the contract, and without relieving or releasing the CONTRACTOR from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health life, limb or property, the CONTRACTOR shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the contract, unless on pursuance of a written order from the OWNER authorizing the CONTRACTOR to proceed with the change. No claim for an adjustment of the contact price will be valid unless so ordered.

- C. If applicable unit prices are contained in the agreement (established as a result of either a unit price bid or a supplemental schedule of unit prices) the OWNER may order the CONTRACTOR to proceed with desired unit prices specified in the contract, provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the agreement by more than twenty five (25) percent in accordance with the section entitled unit prices, under instruction to bidders.
- D. If applicable unit prices are not contained in the agreement or if the total net change increases or decreases the total contract price more than twenty-five (25) percent, the OWNER shall, before ordering the CONTRACTOR to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
  - 1. If the proposal is acceptable the OWNER will prepare the change order in accordance therewith for acceptance by the CONTRACTOR and
  - 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the OWNER may order the CONTRACTOR to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the CONTRACTOR's labor and materials plus fifteen (15) percent of said net cost to cover overhead, insurance, bonds, and profit.
  - 3. When extra work is performed by an approved subcontractor, the general contractor shall receive as administrative costs (Insurance, Bonds, Overhead, and Profit) an amount equal to five (5) percent of the total approved costs of such work, with the minimum payment being \$100.
- E. The procedure as outlined in this section for a unit price contract also applies in the case of a lump sum contract.

#### 1.6 CLAIMS FOR EXTRA WORK

- A. If a CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten days after receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto, in writing to the OWNER, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors on ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would reasonably be estimated from the drawing and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall at once be reported to the OWNER and work shall not proceed except at the CONTRACTORS risk, until written instructions have been received by him from the OWNER.
- D. If, in the basis of the available evidence, the OWNER determines that an adjustment of the contract price and/or time is justifiable, the procedure shall be as provided in 1.5 above.

END OF SECTION 01 20 10

## SUBMITTAL PROCEDURE

### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product Data.
- D. Shop Drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.
- K. Erection drawings.

### 1.2 SUBMITTAL PROCEDURES

- A. Submittals shall be submitted electronically in pdf format. Submittal items shall be submitted to Aaron Full at [afull@willetthofmann.com](mailto:afull@willetthofmann.com).
- B. Identify Project, CONTRACTOR, Subcontractor and Supplier, pertinent drawing and detail number, and specification section number, as appropriate.
- C. Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to the successful performance of the completed Work.
- E. Provide space for CONTRACTOR and ENGINEER review stamps.
- F. When revised for resubmission, identify all changes made since previous submission.
- G. All submittals for Product Data, Shop drawings, Design Data, etc. shall be received by the Engineer within ninety (90) days of Notice to Proceed. Liquidated Damages of \$100 per calendar day will be assessed for non-compliance.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule within fifteen (15) days after date established in Notice to Proceed.
- B. Revise and resubmit at first progress meeting of each month.
- C. Submit a horizontal bar chart with separate line for each major portion of Work.
- D. Show complete sequence of construction by activity. Indicate the early and late start, early and late finish, float dates and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.

### 1.4 PRODUCT DATA

- A. Product Data For Review:

1. Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. Submit the number of copies, which the CONTRACTOR requires, plus three (3) copies, which will be retained by the ENGINEER.
- C. When requested, submit one copy of a complete Product Reference and Engineering Technical Design Manual from manufacturer supplying materials and equipment.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### 1.5 SHOP DRAWINGS

- A. Shop Drawings for Review:
  1. Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When requested, submit one copy of a complete Product Reference and Engineering Technical Design Manual from manufacturers supplying materials and equipment.
- D. Submit the number of copies, which CONTRACTOR requires, plus three (3) copies, which will be retained by the ENGINEER.

#### 1.6 SAMPLES

- A. Samples For Review:
  1. Submit to ENGINEER for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. Samples For Selection:
  1. Submit to ENGINEER for aesthetic, color, or finish selection.
  2. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns to ENGINEER for OWNER's selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices.
- D. Include identification on each sample, with full Project information.
- E. Submit the number of samples specified in individual specification sections; one of which will be retained by ENGINEER.

#### 1.7 DESIGN DATA

- A. Submit for the ENGINEER's knowledge as contract administrator.

- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.8 TEST REPORTS

- A. Submit for the ENGINEER's knowledge as contract administrator.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.9 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the CONTRACTOR to ENGINEER, in quantities specified for Product Data.
- B. Indicate material or Product conforms to, + or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to ENGINEER.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to ENGINEER for delivery to OWNER in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Submit the number of copies, which CONTRACTOR requires, plus three (3) copies, which will be retained by the ENGINEER.

#### 1.11 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the ENGINEER's benefit as contract administrator.
- B. Submit report in duplicate within thirty (30) days of observation to ENGINEER for information.

#### 1.12 ERECTION DRAWINGS

- A. Submit drawings for the ENGINEER's benefit as contract administrator.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the ENGINEER or OWNER.
- D. Submit the number of copies, which CONTRACTOR requires, plus three (3) copies, which will be retained by the ENGINEER.

END OF SECTION 01 33 00

## INSPECTION SERVICES

### 1.1 SECTION INCLUDES

- A. Selection and payment.
- B. ENGINEERS responsibilities
- C. ENGINEER'S Limit on authority
- D. CONTRACTOR responsibilities.
- E. Final inspection

### 1.2 SELECTION AND PAYMENT

- A. OWNER shall employ and pay for services of the ENGINEER.

### 1.3 ENGINEER'S RESPONSIBILITIES

- A. Provide qualified personnel at site. Cooperate with CONTRACTOR and OWNER in performance of services.
- B. Perform observation to ensure that the Work being performed is done in accordance with the plans and specifications.
- C. Ascertain compliance of materials with requirements of Contract Documents.
- D. Issue with reasonable promptness such written clarification or interpretations of the requirements of the plans and/or specifications.
- E. Attend and preside over preconstruction meeting and construction progress meetings.
- F. Process and certify periodic pay requests and process change orders.
- G. Stake pertinent facilities to aid in CONTRACTOR's placement of appurtenances.

### 1.4 ENGINEER'S LIMITS ON AUTHORITY

- A. ENGINEER will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, and/or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with the Laws and Regulations applicable to furnishing or performing the work.
- B. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or any subcontractor, any supplier, or any other person or organization performing or furnishing any of the Work.

### 1.5 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with ENGINEER and OWNER to allow access to all parts of the Work.
- B. Upon written notice from the OWNER or ENGINEER, remove or uncover such portions of the finished Work before final acceptance. If the Work exposed or examined proves acceptable, the expenses of uncovering or removing and replacing the Work shall be paid for as extra Work.
- C. CONTRACTOR shall supervise and direct the Work being performed. They will be solely responsible for the means, methods, techniques, sequences, and procedures of construction and the safety precautions and programs.
- D. Notify ENGINEER 24 hours prior to expected time for operations requiring inspection services and 24 hours prior to the suspension of Work activities.

1.6 FINAL INSPECTION

- A. ENGINEER shall make a final inspection of all Work included in the Contract, within ten (10) days after written notification by the CONTRACTOR that the Work is completed and ready for acceptance. If the Work is not acceptable to the ENGINEER at the time of the inspection, he shall inform the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance can be made.

END OF SECTION 01 40 10

## TEMPORARY UTILITIES

### 1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.

### 1.2 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source.
- B. Provide temporary electric feeder if required from electrical service.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- C. Provide main service disconnect and over-current protection at convenient location.

### 1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations as required.
- B. Maintain lighting and provide routine repairs.
- C. Permanent building lighting may not be utilized during construction unless it is permanently installed at the designated locations in and on the building.

### 1.4 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed.

### 1.5 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed.

### 1.6 TEMPORARY VENTILATION

- A. Ventilate enclosed areas as required to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors, or gases.

### 1.7 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service as needed at the site for the duration of the project.

### 1.8 TEMPORARY WATER SERVICE

- A. Provide, maintain, and pay for suitable quality water service required for construction operations at time of project mobilization and for the duration of the project.



1.9 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization and for the duration of the project.

**END OF SECTION 01 50 10**

## CONTRACT CLOSEOUT

### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Spare parts and maintenance Products.
- F. Maintenance service.
- G. Final Waivers of Lien and Contractor's Affidavit

### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for ENGINEER's review.
- B. Provide submittals to ENGINEER that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean or final paint as appropriate, interior, and exterior glass, walls, floors and ceilings, all surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site: sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

### 1.4 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

### 1.5 PROJECT RECORD DOCUMENTS

- A. Maintain one set of record documents on site: record revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by OWNER.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
- G. Submit documents to ENGINEER.

1.6 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

1.7 FINAL WAIVERS OF LIEN AND CONTRACTOR'S AFFIDAVIT

- A. CONTRACTOR will be required to submit a Contractor's Affidavit listing all material suppliers and subcontractors supported with individual Final Waivers of Lien from said suppliers and subcontractors prior to Final Payment.
- B. CONTRACTOR will be required to submit a Contractor's Final Waiver of Lien prior to Final Payment.

END OF SECTION 01 70 20

## BONDS

### 1.1 SECTION INCLUDES

- A. Form of submittals.
- B. Preparation and time of submittals.
- C. Schedule of submittals.

### 1.2 FORM OF SUBMITTALS

- A. CONTRACTOR shall furnish with his bid proposal a Bid Bond in the amount of five (5) percent of the total bid price. The Bid Bond form is bound into the Project Manual in Section 00 41 50.
- B. After Notice of Award, CONTRACTOR shall furnish separate Payment and Performance bond each in the amount of 100% of the total contract bid price on forms, which are bound into the Project Manual. The Payment Bond form is in Section 00 52 30 and the Performance Bond form is in Section 00 52 40.
- C. No other bond forms will be accepted.

### 1.3 PREPARATION AND TIME OF SUBMITTALS

- A. CONTRACTOR shall furnish one (1) executed Bid Bond with his Proposal. If a Proposal is not accompanied with a Bid Bond, **it may be rejected.**
- B. CONTRACTOR shall furnish five (5) executed Payment and Performance bonds which will be bound into each copy of the Project Manual. The Payment and Performance bonds must be executed and returned to the OWNER within fifteen (15) days after receiving the Notice of Award.

### 1.4 SCHEDULE OF SUBMITTALS

- A. Section 00 41 50: Bid Bond - 5% of total bid price.
- B. Section 00 52 30: Payment Bond - 100% of total contract price.
- C. Section 00 52 40: Performance Bond - 100% of total contract price.

END OF SECTION 01 70 50

## SECTION 31 60 00 HELICAL PILES

### Part 1 GENERAL

#### 1.01 SUMMARY

This section specifies the furnishing of all necessary engineering and design services (if required), supervision, labor, materials, and equipment to perform all work to install and test the helical piles for the following project and location:

- A. Project: Dillion Carriage House Repairs
- B. Location: Dillion Home, Sterling, IL

#### 1.02 DESIGN CRITERIA

- A. All piles shall be designed to meet the following minimum allowable design (working) loads:

Axial Compressive: 10 kips

- B. REFERENCES

ACI - American Concrete Institute- ACI 301 - "Specifications for Structural Concrete for Buildings"

API - American Petroleum Institute

ASTM - American Society for Testing and Materials

ASTM A29/A 29M - "Steel Bars, Carbon and Alloy, Hot-Wrought and Cold Finished"

ASTM A53 - "Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless"

ASTM 123- "Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products"

ASTM A153 - "Zinc Coating (Hot-Dip) on Iron and Steel Hardware"

ASTM SAE J429 - "Mechanical and Material Requirements for Externally Threaded Fasteners"

ASTM A572 - "Latest Revision, HSLA Columbian-Vanadium Steels of Structural Quality"

ASTM A607 - "Steel, Shaft and Strip, High-Strength, Low-Alloy Chromium or Vanadium, for Both, Hot-Rolled and Cold-Rolled"

D1143/D1143M – Test Methods for Deep Foundations Under Static Axial Compressive Load.

D3689 – Test Methods for Deep Foundations Under Static Axial Tensile Load.

D3966/D3966M – Test Methods for Deep Foundations Under Lateral Load.

AWS - American Welding Society- AWS D1.1 "Structural Welding Code- Steel"

PTI - Post Tensioning Institute

#### 1.03 SUBMITTALS

- A. Comply with requirements of Section 01 33 00.

- B. Helical Pier Contractor Qualifications

1. Design Experience: The helical pier contractor or contractor's engineer shall be fully experienced in all aspects of design and have more than 5 years of relevant design experience

2. Installation Experience: The helical pier contractor shall submit evidenced to the Owner that he has been engaged in the successful installation of helical piles for at least 5 years, has completed no less than 5 similar projects, and is a certified installer by the manufacturer.

- C. Construction Submittals:

1. Construction submittals shall be prepared by the contractor and submit to the Owner, for review and approval, at least 14 calendar days prior to the planned start of construction.
2. Provide details of installation sequence and equipment to be used in pile construction and example copies of daily installation records.

3. The working drawings shall include at a minimum, the following:
  - a. Pile number, location, and spacing
- D. Submit the following data, sealed by a Registered Structural Engineer, currently licensed in the State of Illinois.
  1. Calculations for pile design capacities for both structural and geotechnical capacities.
  2. Minimum (if required), and/or estimated pile length
  3. Minimum installation torque
  4. Pile top attachment
  5. Load testing requirements
  6. Shop drawings showing pile shaft diameters, helical plate data, length, and other pertinent data.

#### 1.04 QUALITY ASSURANCE

- A. Installation records: The following records will be prepared for the Owner and completed within 24 hours after each pier installation is completed. The records shall include the following minimum information:

Date of installation

Pile number

Pile location

Pile cut-off elevation (PCOE)

Installed depth to tip

Final installation torque, averaged, over the last 3-feet of pile depth.

Comments on whether obstructions were encountered, refusal, or change in location, etc.

- B. Installation Tolerances:

1. Centerline of piling shall not deviate horizontally more than 3 in. from indicated plan location.
2. Installed vertical alignment shall be within 2% of plumb or design batter angle as specified within plan.

#### 1.05 STORAGE AND HANDLING

1. All products shall be handled and transported with care to prevent any damage or deformation. Store and stack as recommended by manufacturer.

### Part 2 **PRODUCTS**

#### 2.01 GENERAL

- A. All welding to be by certified welders in accordance with AWS D1.1, "Structural Welding Code – Steel".
- B. Pile components as specified herein shall be manufactured by a facility whose quality systems comply with ISO (International Organization of Standards) 9001 requirements. Certificates of Registration denoting ISO Standards Number shall be presented upon request to the Engineer or their representative.

#### 2.02 CENTRAL STEEL SHAFT

- A. The pile shaft shall be:
  - 1-3/4" Round Corner Square Shaft, conforming to ASTM A29/A576 with a min yield of 90 KSI and with a torque limit of 11,000 ft-lbs.

Or approved equal

### 2.03 LEAD SECTIONS

- A. Each lead shall have a 45-degree bevel cut to aid in starting the helical pier with the other end having holes to accept a helical extension assembly. Welded to the lead shall be helical plate(s) consisting of ASTM A572, Grade 50. Helical plate diameter shall be specified with increasing diameters in increments of 2". Lead sections shall be hot dipped galvanized per ASTM A153.

### 2.04 EXTENSION SECTIONS

- A. Extensions fabricated from tubing shall have an equal to or greater than strength of the connected tubing and shall be hot dipped galvanized per ASTM A153. Each end shall have bolt holes to match the previous and subsequent hole locations.

### 2.05 BOLT HARDWARE

- A. Each extension shall be supplied with hot dipped galvanized nuts and bolts.

## Part 3 **EXECUTION**

### 3.01 INSTALLING PILES

- A. Prior to installation a surveyor or other licensed professional shall lay out all lines and grades as required by the contractor documents and approved submittals.
- B. Prior to installation verify the location of all underground utilities.
- C. Continuously drive piles to the elevations and depths indicated within the approved submittal in accordance with the manufacturer's written instructions and recommendations. Maintain established axial alignment of leads during driving.
- D. Verify with all other trades that the project is ready for the pile installation. Any discrepancies shall be resolved prior to installation and after confirmation with the Owner.

### 3.02 INSTALLATION EQUIPMENT

- A. The pile shall be engaged into the soil in a smooth, continuous manner with enough down pressure or crowd for uniform advancement at a rotation rate of 5 to 20 revolutions per minute (RPM's). The amount of crowd shall be varied to maintain a downward advancement of approximately 2-3-inches per revolution.
- B. Install helical piles using a rotary type, hydraulic gear motor with clockwise and counter-clockwise rotational capabilities. The installation torque rating of the gear motor shall be at least 20% higher than the torque rating of the central steel shaft.

### 3.03 PRE-DRILLING

- A. All pre-drilling shall be performed in accordance with diameter(s) and depth(s) under written approval by Contractor's design professional engineer.
- B. Except where subgrade soils are frozen, installation shall be first attempted without predrilling.
- C. Where pre-drilling is required to install the piles, the auger diameter shall be at least 2 inches less than the shaft diameter. Larger pre-drill diameters shall be backfilled with a non-compressible material, as determined by the Contractor's design professional engineer and approved by the Engineer. Pre-drilling shall be limited in depth such that no reduction in capacity occurs, or piles deepened to compensate for any reduction, as determined by the Contractor's design professional engineer.

### 3.04 INSTALLATION REQUIREMENTS

- A. Utilize a torque motor capable of continuous adjustment to number of revolutions per minute (RPM) during installation, a torque capacity at least 20% greater than the torsional strength rating of the central steel shaft to be installed, a minimum torque capacity of 15% greater than the design installation torque, and be provided with an in-line pressure relief valve or other means to prevent installation torques greater than the rated capacity of the pile. Do not use percussion drilling equipment.
- B. The minimum installation torque and minimum installed length shall be satisfied prior to terminating the installation. The minimum installation torque shall be taken as the average torque over the last three feet of penetration (the last three readings recorded at one-foot intervals). Install additional extension sections as necessary to maintain these requirements.
- C. The torsional strength rating of the central steel shaft shall not be exceeded at any time during the installation.
- D. If the torsional strength rating of the central steel shaft and/or installation equipment has been reached prior to achieving the minimum overall length, the Contractor shall do one of the following:
  - 1. Terminate the installation at the depth obtained subject to the review and acceptance of the Engineer.
  - 2. Remove the existing helical pier and install a new one with fewer and/or smaller diameter helix plates. The new helix configuration shall be subject to review and acceptance of the Engineer. If re-installing in the same location, the top-most helix of the new helical pier shall be terminated at least 3-feet beyond the terminating depth of the original helical pier.
- E. Once the helical pier has satisfied the minimum installation torque and the minimum installation depth the pier top can be trimmed to the required elevation at 90-degrees to the central steel shaft.

### 3.05 FIELD QUALITY CONTROL

- A. The Engineer shall determine if a load test is required. If required, the number and locations of the tests shall be determined by the Engineer.
- B. Load tests shall be completed in accordance with the following ASTM standards:

Axial Compressive Load Test:	ASTM D1143
Axial Tension Load Test:	ASTM D3689
Lateral Load Test:	ASTM D3966
- C. Pile testing shall utilize the "Quick Test" Method in increments stated in the standard. Additional load steps may be required depending on the production loading conditions as determined by the Engineer.
- D. The installation torque of the test and reaction piles shall be monitored and recorded in one-foot intervals. Installation torque shall be monitored using calibrated electronic torsional monitoring equipment. Pressure gauges shall also be used, as backup, displaying the differential pressure across the motor.
- E. Loading shall be carefully monitored utilizing a calibrated load cell and matched readout equipment with enough plating at load cell/test beam interface to disperse the load through the



cell. Submit calibration for review and approval by the engineer. Calibration shall be dated within three (3) months of the test date.

- F. A calibrated test jack and pump with inline gauge shall be used. Calibration shall be dated within three (3) months of the test date.
- G. For axial compression and tension testing, piles shall be monitored for movement of the head utilizing a minimum of (2) analog gauges with accuracy to 0.001" placed at points opposing each other across the bearing plate.
- H. For Lateral testing, piles shall be monitored for movement of the pile head utilizing a minimum of two (2) analog gauges with accuracy to 0.001" placed along and in line with the test pile to monitor the deflection and rotation of the pile head.

I. Excessive Test Pile Movements:

Axial Compression Test:

- 1. If excessive pile movement (i.e. failure) occurs prior to reaching the maximum anticipated test load under compression loading or plunging as defined as continued movement of the pile without the ability to support the load.
- 2. Failure of the pile is considered when the deflection curve exceeds the limits of elastic shortening (PL/AE) plus 10% of the average flight diameter or plunging of the pile.

Axial Tension Test:

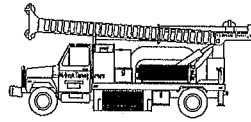
- 1. If excessive pile movement (i.e. failure) occurs prior to reaching the maximum anticipated test load under tension loading or plunging as defined as continued movement of the pile without the ability to support the load.
- 2. Failure of the pile is considered when the deflection curve exceeds the limits of elastic shortening (PL/AE) plus 10% of the average flight diameter or plunging of the pile.

Lateral Test:

- 1. If excessive pile movement (i.e. failure) occurs prior to reaching the maximum anticipated test load under lateral loading, continue jacking the pile until the total lateral movement equals 2 inches.
  - 2. Failure of the pile is determined through analysis of the test results when compared to the adjusted soil model in LPILE.
- J. Production piling shall not be installed until after the pile test results have been reviewed and approved by the Engineer.

END OF SECTION

J. E. Safranski, P.E.



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***Midwest Testing Services, Inc.***

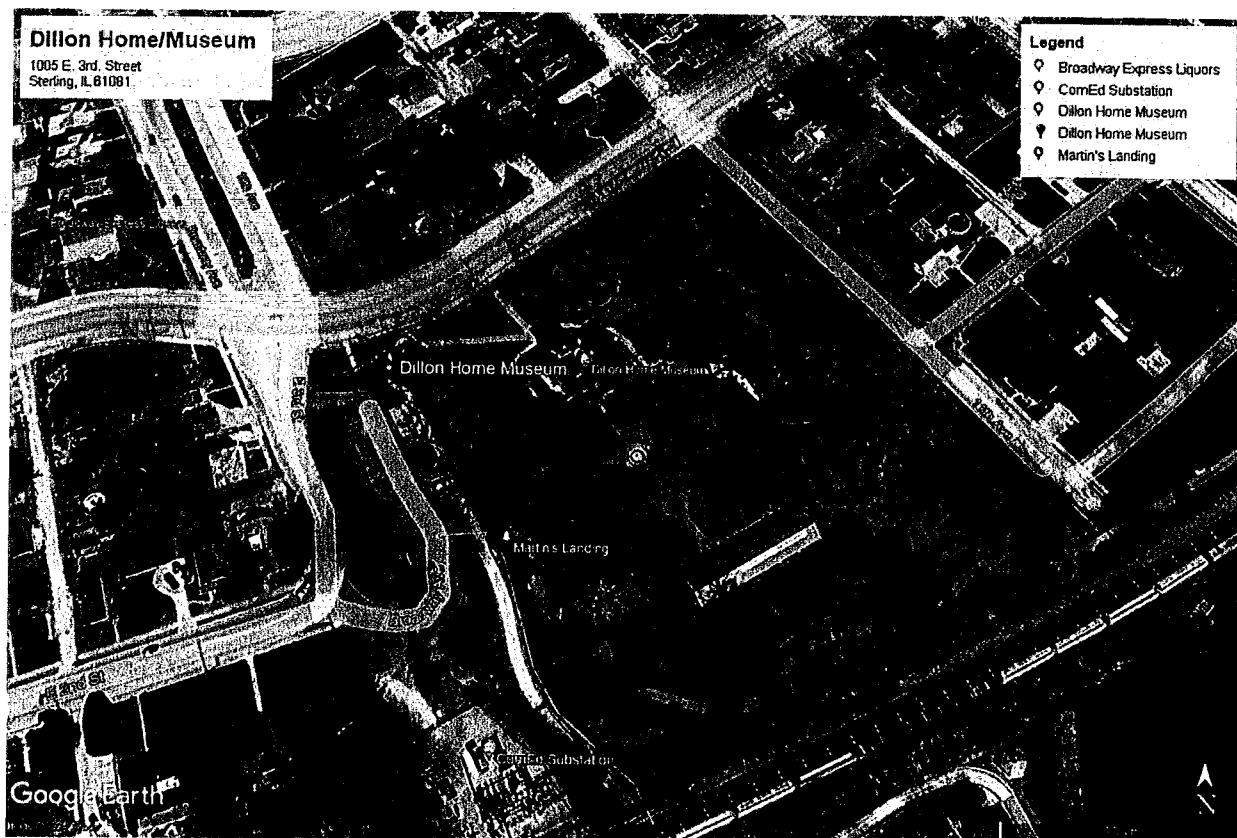
3705 Progress Boulevard

Peru, Illinois 61354

July 31, 2024

## **GEOTECHNICAL REPORT**

### **PROPOSED FOUNDATION REPAIR DILLON HOUSE/MUSEUM 1005 E. 3<sup>rd</sup>. STREET STERLING PARK DISTRICT STERLING, ILLINOIS**



**For: Sterling Park District  
532 Stouffer Road  
Sterling, IL 61081**

**Introduction:**

Midwest Testing Services, Inc. has completed a subsurface investigation via one (1) hollow stem auger boring on July 27, 2024 for the proposed foundation repair of the Dillon Home/Museum located at 1005 E. 3<sup>rd</sup>. Street in Sterling, IL. A boring log with a location sketch is included with this report

The purpose of this study was to evaluate existing subsurface conditions at the designated location chosen by Willett Hofmann & Associates, Inc. and to establish geotechnical parameters for use by design engineers and architects in preparing foundations repairs for this project.

**Project Description:**

It is understood that the existing structure is a multiple story masonry building showing signs of distress.

The project is located on the east side of 3<sup>rd</sup>. Street, just west of 11<sup>th</sup>. Avenue, and South of Lincoln Highway, on the northeast side of Sterling, Illinois.

Boring, B-1 was taken at the southeast corner of the existing Carriage House ( $\pm$ 12-feet east &  $\pm$ 2-feet South), as close to the foundation as was allowed due to the overhanging tree branches and the existing underground utilities.

**Existing Site Conditions:**

The building site is relatively flat and covered in grass, with a slight pitch to the southeast away from the existing Carriage Building.

**Field Exploration:**

The boring was completed in accordance with correspondence from Chad Clauson, P.E., S.E. with Willett Hofmann, and Associates, Inc. One (1) boring was completed on July 27, 2024 to a depth of 14-feet below existing ground level and was terminated on Limestone bedrock.

The soil test boring was performed with a truck-mounted rotary drilling rig utilizing continuous flight hollow stem augers to advance the hole. Representative samples were obtained by the Standard Penetration Test (SPT) method in general accordance with ASTM-1586 procedure at 2.5 foot intervals to 26-feet. The SPT provides a means of determining the relative density of granular soils and comparative consistency of cohesive soils, thereby providing a method of evaluating the relative strength and compressibility characteristics of the subsoils.

A water level reading was taken after the boring was completed. The boring was dry after auger removal.

SPT soil samples were transferred into clean glass jars immediately after retrieval and returned to the laboratory upon completion of the field operations. All soil samples were visually classified by a soil engineer in general accordance with the Unified Soil Classification System (ASTM D-2488-785).

A copy of the soil boring log and boring location diagram is enclosed in the appendix. The soils stratification shown on the log represents the approximate soil conditions in the actual boring location at the time of the exploration.

### **Laboratory Testing:**

Laboratory testing consisted of performing water content and unconfined compression or hand penetrometer tests upon representative portions of the cohesive material recovered from the split barrel sampler. In the unconfined compression test, the strength of the soil was determined by axially loading a soil sample under a slow, constant strain rate until failure was reached. Failure was assumed at maximum stress, but no greater than the stress at 20% axial strain. Whenever cohesionless soils were encountered in the borings, standard penetration resistance values were determined and these values may be taken as an indication of the relative density of granular, non-cohesive soils in place.

Water content testing was also performed where cohesive or semi-cohesive soils were recovered from the split barrel sampler as a percentage of the oven dry weight of the soil per moist unit volume.

### **Description of Subsurface Conditions:**

A description of the subsurface conditions encountered at each boring location is shown on the individual boring logs. The boundaries of the various stratifications are approximate and it must be recognized that actual changes between various soil types may be gradual. Soil descriptions are considered representative for the boring location, but it must be recognized that variations may occur between sampling intervals and could vary throughout the site.

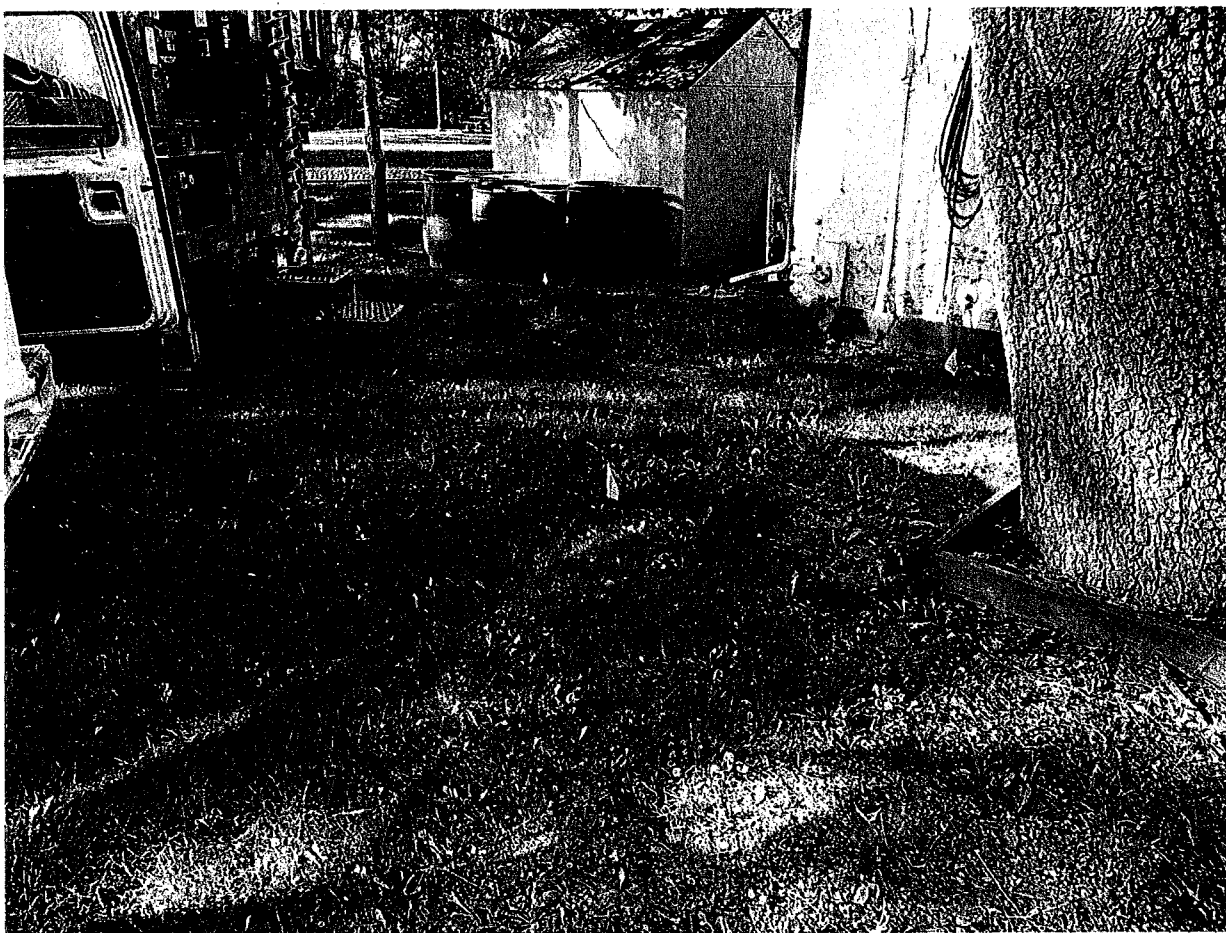
Grass over topsoil was encountered at ground level in the boring. The subsoils consist of approximately 11.5-feet of medium stiff to stiff silt loam, overlying a hard sandy Limestone to 14-feet, at which auger refusal was encountered, in the Limestone Bedrock.

## Engineering Recommendations

### Geotechnical Conditions:

Low bearing capacity soils ( $\leq 2000$  pounds per square foot (psf)) were encountered from below the top of ground to a depth of  $\pm 4$ -feet. Soils from  $\pm 4$ -feet to  $\pm 11.5$ -feet are capable of a maximum net allowable bearing capacity of  $\geq 4000$  psf, and bedrock from  $\pm 11.5$ -feet to the maximum investigative depth of 14-feet have a maximum net allowable bearing capacity of  $\geq 14,000$  psf.

During the investigation, it was noted that roof drains are being discharged on the ground relatively close to the existing foundation and that a shallow pit for the existing utilities exists at the southeast corner of the Carriage House. The silt loam soils at foundation depth and beyond, to the top of rock, are highly subject to water intrusion and lose a significant portion of their bearing capacity when in a wet condition. Any repair should also incorporate a regrading plan as well as a drainage plan to divert surface water and roof drains away from the foundations. It is suggested that the existing foundation be inspected by means of an exploratory trench to verify its integrity and soundness to provide adequate capacity to be able to lift the structure by means of an underpinning system.



## **Foundation Repair Design:**

It is recommended that underpinning using helical anchors or a micro pile foundation system be considered for the foundation repair providing the existing foundation is sound enough to support the chosen system. The information provided in the boring log is considered sufficient for pile design at the chosen location, variations across the site could exist and should be taken into consideration when designing a pile system.

Following is a list of Foundation Contractors we have used in the past:

Vissering Construction Company  
175 Benchmark Industrial Drive  
Streator, IL 61364  
815-257-5644  
[tmarzetta@vissering.com](mailto:tmarzetta@vissering.com)

Blackhawk Foundations  
Geneseo, IL  
Mike Vandewiele  
309-944-7807  
[mike@blackhawkfoundation.com](mailto:mike@blackhawkfoundation.com)

Gillan Construction, LLC  
601 Highway 89  
Spring Valley, IL 61362  
Kyle Kowalski  
815-30-1226  
[kyle.kowalski@turnkeybygillan.com](mailto:kyle.kowalski@turnkeybygillan.com)

Conley Excavating & Construction  
1555 Gramercy Pl  
Morris, IL 60450  
Mark Conley  
815-545-3812  
[mconley@conleyec.com](mailto:mconley@conleyec.com)

Taylor Ridge Drilled Foundations, Inc.  
Taylor Ridge, IL  
309-798-5220

Subsurface Constructors, Inc.  
St. Louis, MO  
Bill Faherty  
[bill.faherty@subsurface.net](mailto:bill.faherty@subsurface.net)  
866-421-2460

Foundation Service, Corp.  
Hudson, IA  
319-988-9802

Subgrade Solutions  
Chicago, IL  
Mike Diedrich  
[miked@subgrades.com](mailto:miked@subgrades.com)  
708-582-2000 o  
708-935-5198 c

### **Report Limitations**

The recommendation submitted in this report are based on the available subsurface information obtained by Midwest Testing Services, Inc. If there are any revisions to the repair plans for this project or deviations from the subsurface conditions noted in this report are encountered during construction, Midwest Testing Services, Inc. should be notified immediately to determine if changes in the foundation recommendations are required. Subsurface conditions may vary between boring locations. We recommend that the contract specifications include the following clause.

“The contractor will, upon becoming aware of subsurface or latent physical conditions differing from those disclosed by the original soil exploration work promptly notify the owner verbally to permit verification of the conditions, and in writing as to the nature of the differing conditions. No claim by the contractor for any conditions differing from those anticipated in the plans and specifications and disclosed by the soil studies will be allowed unless the contractor has so notified the owner, verbally and in writing, as required above, of such conditions.”

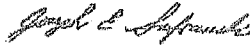
The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area.

After the repair plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into design documents.

At that time, it may be necessary to submit supplementary recommendations. If Midwest Testing Services, Inc. is not retained to perform these functions, Midwest Testing Services, Inc. will not be responsible for the impact of those conditions on this project.

If you have any questions or concerns regarding the contents of this report, please contact me at your convenience.

Respectfully submitted,



Joseph E. Safranski, P.E.

JS/rjs



# Dillon Home Soil Boring

Write a description for your map.

## Legend

Proposed Soil Boring

Sec 4

B-1

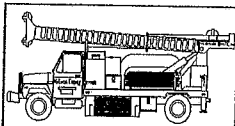
Proposed Soil Boring



200 ft

Google Earth

Image © 2024 Airbus

**Midwest Testing Services, Inc.**

3705 Progress Blvd.

Peru, IL 61354

**BORING LOG**Sheet 1 of 1

Phone: 815-223-6696

Fax: 815-223-6659

e-mail: mts37@comcast.net

Client: Willett Hofmann & Associates, Inc.Project Name Dillon House/MuseumProject Site: 1005 E. 3rd. StreetSterling, ILBoring No. B-1Surface Elev. 100.00Auger Depth 14.00Start Date 07/27/24Rotary Depth NAFinish Date 07/27/24Location: See Boring Location MapSoutheast corner of Carriage House

(DEPTH) ELEV.	DESCRIPTION OF MATERIALS	Graphic Log	Depth in feet	SAMPLES						Dry Density (PCF)	DRILLED BY
				Sample No.	Sample Type	Qu (TSF)	N Value (Blows)	Bulge / Shear	Moisture (%)		Randy Safranski Diedrich D-50 Turbo
100.00	6-inches of Black/Brown Silty Clay Topsoil										REMARKS
99.00			1								
98.00			2								
97.00	Medium Stiff Black/Brown Silt Loam		3	1	SS	NA	7	NA	16		
96.00			4								
95.00			5								
94.00	Stiff Brown Silt Loam		6	2	SS	NA	11	NA	10		
93.00			7								
92.00			8	3	SS	NA	11	NA	8		
91.00			9								
90.00	Stiff Brown Silt Loam with trace Gravel		10								
89.00			11	4	SS	NA	19	NA	10		
88.00			12								
87.00	Hard Brown Sandy Limestone		13	5	SS	7.2*	150* 12"	---	7		
86.00	Auger Refusal on Sandy Limestone		14								
85.00			15								
84.00			16								
83.00			17								
82.00			18								
81.00			19								
80.00			20								

Groundwater Data: Dry after auger removal.

Comments: Assumed top of ground at the boring location to be elevation 100.0

\* Modified SPT as per IDOT

## GENERAL NOTES

### DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value". For 3" O.D. ring samplers (RS) the penetration value is reported as the number of blows required to advance the sampler 12 inches using a 140-pound hammer falling 30 inches, reported as "blows per foot," and is not considered equivalent to the "Standard Penetration" or "N-value".

### WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave In	WD:	While Drilling		
DCI:	Dry Cave in	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	After Casing Removal		

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

**DESCRIPTIVE SOIL CLASSIFICATION:** Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

#### CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,000 - 2,000	4 - 8	Medium Stiff
2,000 - 4,000	8 - 15	Stiff
4,000 - 8,000	15 - 30	Very Stiff
8,000+	> 30	Hard

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Ring Sampler (RS) Blows/Ft.</u>	<u>Relative Density</u>
0 - 3	0-6	Very Loose
4 - 9	7-18	Loose
10 - 29	19-58	Medium Dense
30 - 49	59-98	Dense
> 50	> 99	Very Dense

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

#### GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

#### RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

#### PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	> 30

# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests<sup>a</sup>

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>a</sup>					Soil Classification	
					Group Symbol	Group Name <sup>a</sup>
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines <sup>c</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3^e$	GW	Well-graded gravel <sup>f</sup>	
			$Cu < 4$ and/or $1 > Cc > 3^e$	GP	Poorly graded gravel <sup>f</sup>	
		Gravels with Fines More than 12% fines <sup>c</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>f,g,h</sup>	
			Fines classify as CL or CH	GC	Clayey gravel <sup>f,g,h</sup>	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines <sup>d</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3^e$	SW	Well-graded sand <sup>f</sup>	
			$Cu < 6$ and/or $1 > Cc > 3^e$	SP	Poorly graded sand <sup>f</sup>	
		Sands with Fines More than 12% fines <sup>d</sup>	Fines classify as ML or MH	SM	Silty sand <sup>g,h,i</sup>	
			Fines Classify as CL or CH	SC	Clayey sand <sup>g,h,i</sup>	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line <sup>j</sup>	CL	Lean clay <sup>k,l,m</sup>	
			$PI < 4$ or plots below "A" line <sup>j</sup>	ML	Silt <sup>k,l,m</sup>	
		organic	Liquid limit - oven dried	< 0.75	OL	Organic clay <sup>k,l,m,n</sup>
			Liquid limit - not dried		Organic silt <sup>k,l,m,o</sup>	
	Silt and Clays Liquid limit 50 or more	inorganic	$PI$ plots on or above "A" line	CH	Fat clay <sup>k,l,m</sup>	
			$PI$ plots below "A" line	MH	Elastic Silt <sup>k,l,m</sup>	
		organic	Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>k,l,m,p</sup>
			Liquid limit - not dried		Organic silt <sup>k,l,m,q</sup>	
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat	

<sup>a</sup>Based on the material passing the 3-in. (75-mm) sieve

<sup>b</sup>If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>c</sup>Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>d</sup>Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$^e Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>f</sup>If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>g</sup>If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>h</sup>If fines are organic, add "with organic fines" to group name.

<sup>i</sup>If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>j</sup>If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>k</sup>If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>l</sup>If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

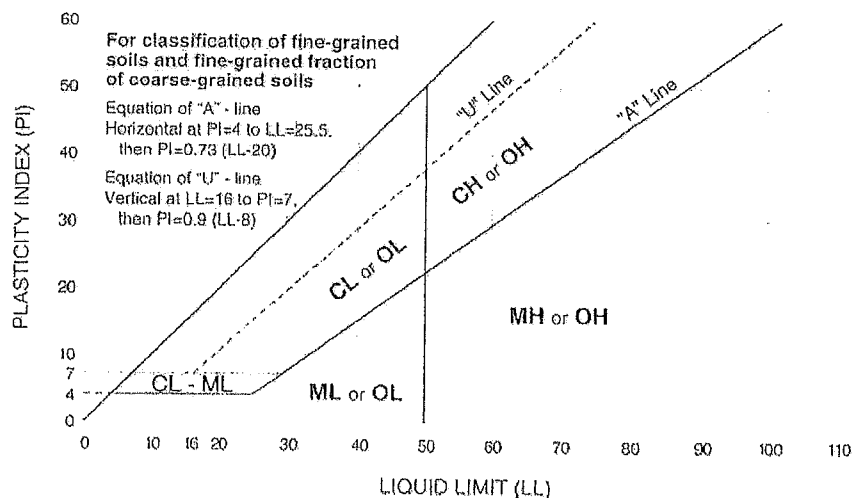
<sup>m</sup>If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>n</sup> $PI \geq 4$  and plots on or above "A" line.

<sup>o</sup> $PI < 4$  or plots below "A" line.

<sup>p</sup> $PI$  plots on or above "A" line.

<sup>q</sup> $PI$  plots below "A" line.





# CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY)

2/25/2025

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 Lockton Companies, LLC  
444 W. 47th St., Ste. 900  
Kansas City MO 64112-1906  
(816) 960-9000  
kcasu@lockton.com

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : The Phoenix Insurance Company 25623

INSURER B : Travelers Property Casualty Company of America 25674

INSURER C : The Travelers Indemnity Company of America 25666

INSURER D : Atlantic Specialty Insurance Company 27154

INSURER E :

INSURER F :

INSURED 1556080 SJOSTROM & SONS, INC.  
1129 HARRISON AVENUE  
PO BOX 5766  
ROCKFORD IL 61125

## COVERAGES

CERTIFICATE NUMBER: 21451232

REVISION NUMBER: XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-4W978009-PHX-24	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	810-4W978913-24-26-G	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-5W030323-24-26	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	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 N	N/A	UB-6W908027-24-26-G	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	BUILDERS RISK	N	N	790041305	3/1/2025	3/1/2026	LIMIT: \$75,000 DEDUCTIBLE: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: PROJECT: DILLION CARRIAGE HOUSE REPAIRS, DILLION HOME /MUSEUM, 1005 E. 3RD. STREET STERLING, IL.

\*\*\*SEE ATTACHED\*\*\*

## CERTIFICATE HOLDER

CANCELLATION See Attachments

21451232  
STERLING PARK DISTRICT, ILLINOIS  
1913 3RD AVENUE  
STERLING, IL 61081

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

STERLING PARK DISTRICT, ILLINOIS IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND EXCESS/UMBRELLA LIABILITY, FOR ONGOING AND COMPLETED OPERATIONS, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS/UMBRELLA LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-6W908027-24-26-G

**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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

**SCHEDULE**

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY  
WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

POLICY NUMBER: DT-CO-4W978009-PHX-24

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured — Unnamed Subsidiaries
- B. Blanket Additional Insured — Governmental Entities — Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability — Railroads
- F. Damage To Premises Rented To You

### **PROVISIONS**

#### **A. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to SECTION II — WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II — Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such



operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### **C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED: Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

### **D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

### **E. CONTRACTUAL LIABILITY — RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**CG D3 16 02 19**

**POLICY NUMBER: 810-4W978913-24-26-G**

**COMMERCIAL AUTO**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general cover-age description only limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**
- F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE - GLASS PROVISIONS**
- H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**
- I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:  
Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 1E1,13th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured. of SECTION II - LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Cover-age, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE: 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. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV — BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Cover-age, the following are deemed to be covered "autos" you own:

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 perform-ing 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".

### **D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — LIABILITY COVERAGE: Any "employee" of yours is an "insured" while us-ing a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### **E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of SECTION II — LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law viola-tions) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph .A.2.a.(4), of SECTION II — LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to 5500 a day be-cause of time off from work.

### **F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE — INDEMNITY BASIS**

The following replaces Subparagraph (5) in Para-graph B.7., Policy Period, Coverage Territory, of SECTION IV — BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II— LIABILITY COVERAGE

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the

"insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II — LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis;

(c) This insurance is not a substitute for re-quired or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., Deductible; of SECTION III - PHYSICAL DAMAGE COVERAGE: No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$7513 for any one "accident".

#### **I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.0., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### **K. AIRBAGS**

The following is added to Paragraph 6.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,011:10 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a.; of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer of Rights of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, or Fraud of SECTION IV - BUSINESS AUTO CONDITIONS:

The un-intentional omission of, or un-intentional error in any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: DT-CO-4W978009-PHX-24

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF  
REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured — Owners, Les-sees or Contractors — (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01; the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured — Owners, Les-sees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an

edition date of such endorsement specified;  
the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit",



and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV —Commercial General Liability Conditions.

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