

January 20, 2020

**Hanover Park Park District
Project Manual for the**



**Seafari Springs Aquatic Facility
Rope/Net Fencing Project
Hanover Park Park District
1700 Greenbrook Blvd.
Hanover Park, Illinois 60133**

**ISSUED FOR BIDS ON
January 20, 2020**

Bids are due February 20, 2020 at 3:00 PM
at the Hanover Park Park District Community Center,
1919 Walnut Avenue, Hanover Park Illinois 60133

**Hanover Park Park District
Seafari Springs Aquatic Facility
Rope/Net Fencing Project**

TABLE OF CONTENTS

NOTICE TO BIDDERS – Pages 2-3

BID SCHEDULE – Page 4

OVERALL DESCRIPTION OF THE PROJECT – Page 5-6

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS – Pages 7-12

II. GENERAL REQUIREMENTS – Pages 13-15

PROJECT AGREEMENT - Pages 16-34

- **PAYMENT PROCEDURES – Pages 17-19**
- **INSURANCE REQUIREMENTS – Pages 21-25**
- **PAYMENT / PERFORMANCE BOND REQUIREMENTS – Page 25**
- **ILLINOIS PREVAILING WAGE ACT – Page 25**

BID FORM – Pages 35-36

AFFIDAVIT OF EXPERIENCE/MINIMUM QUALIFICATION DOC. – Pages 37-38

SUB-CONTRACTOR AND SUPPLIER LIST – Page 39

TAX COMPLIANCE AFFIDAVIT – Page 40

BID RIGGING CERTIFICATION – Page 41

EQUAL OPPORTUNITY INSTRUCTIONS – Page 42

SEXUAL HARASSMENT AND SUBSTANCE ABUSE POLICY – Page 43

DRUG FREE WORKPLACE CERTIFICATION – Page 44

DUPAGE COUNTY PREVAILING WAGES – July 15, 2019

NOTICE TO BIDDERS

Hanover Park Park District (the "Park District") is accepting sealed bids for its Seafari Springs Fencing Project. The building included for this project is Seafari Springs Aquatic Center located at 1700 Greenbrook Blvd., Hanover Park, Illinois, 60133 (the "Project Site"). All work is to be performed in strict compliance with the Specifications dated January 20, 2020, and in strict compliance with the Contract Documents therein (the "Project Work"). Copies of the Bid Documents may be obtained from the Park District Secretary at the Park District's Community Center located at 1919 Walnut Avenue, Hanover Park, Illinois, 60133 (the "Community Center") during regular business hours of 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, beginning February 20, 2019 at 9:00 a.m. or on our web site www.hpparks.org

Sealed bids must be submitted on forms furnished by the Park District and will be accepted at the Park District office at the above mentioned Community Center attention: Bob O'Brien, Park District Executive Director and Secretary, until 3:00 p.m., February 20, 2020 at which time said bids will be publicly opened and read aloud. Each bid must be accompanied by a bid bond, certified check, cashier's check or bank draft in an amount equal to ten percent (10%) of the bid, made payable to Hanover Park Park District. The Minimum Qualification Documentation required in the General Conditions and Instructions to Bidders must also be included with the Bid Proposal.

The Prevailing Wage Act (820 ILCS 130/01, *et seq.*) shall apply to the Project Work.

The successful bidder for the Project Work will be required to submit (a) a Performance Bond and Payment Bond each in the amount of 110% of the Contract Sum, naming the Hanover Park Park District as primary obligee, in form acceptable to the Park District, co-signed by a surety company licensed by the Illinois Department of Insurance to issue and sign sureties, and which surety shall have a financial strength rating ("FSR") of at least "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, naming the Park District as primary obligee thereon to guaranty the performance of contractor's obligations under the Contract Documents, completion of the contract, and the payment of all materials used and labor performed for the Project Work, Warranty Work, Repair Work and/or Restoration Work as those terms and obligations are set forth in the Contract Documents, as more fully explained in the Contract Documents, completion of the Contract and the payment of all material used and labor performed, including but not limited to the payment of prevailing wages. The cost of said Bonds shall be included in the total bid amount set forth in the Bid Proposal.

A Non mandatory meeting will be held on February 6, 2020 at 10:00 a.m. at Seafari Springs Aquatic Center Tours of the facility will be conducted as part of the pre-bid conference. It is strongly recommended that Bidders attend.

It is anticipated that the Park District will award the Contract to the successful bidder on or about March 24, 2020. Work at Seafari Springs Aquatic Center can begin April 06, 2020 subject to the issuance of a Notice to Proceed by the Park District. All Project Work, including but not limited to punch list work must be completed on or before May 22, 2020. Time is of the essence.

The Park District reserves the right to reject any and all bids, accept all or part of a bid, and to waive minor irregularities and nonconformities in any bid when it is in the best interest of the Park District.

/s/Bob O'Brien
Hanover Park Park District Secretary

January 20, 2020

**HANOVER PARK PARK DISTRICT
BID SCHEDULE
SEAFARI SPRINGS AQUATIC FACILITY
ROPE/NET FENCING PROJECT**

BID NOTICE OUT	January 20, 2020
BID PACKETS READY & BIDS OUT	January 20, 2020
BID PACKAGE PICK-UP & BID LOG (H.P.P.D.)	January 20, 2020
NON-MANDATORY MEETING @ 10:00 A.M. (CONTRACTORS @ SEAFARI SPRINGS)	February 06, 2020
BIDS DUE @ 3:00 P.M. @ COMMUNITY CENTER	February 20, 2020
PARK BOARD REVIEW BIDS	March 09, 2020
PARK BOARD APPROVES & AWARDS BID	March 23, 2020
NOTICE OF AWARD	March 24, 2020
SIGNED CONTRACT, PERFORMANCE AND PAYMENT BONDS, CERTIFICATES OF INSURANCE, ETC. DUE:	March 30, 2020
NOTICE TO PROCEED	April 03, 2020
CONSTRUCTION BEGINS	April 06, 2020
COMPLETION OF PROJECT	May 22, 2020

HANOVER PARK PARK DISTRICT
SEAFARI SPRINGS ROPE/NET FENCING PROJECT
OVERALL DESCRIPTION OF THE PROJECT

1. SCOPE OF WORK

Hanover Park Park District is soliciting bids to provide supervision, labor, equipment, services and expertise required to perform the following project on the Project Site hereinafter defined.

- A) Remove and replace all rope netting and replace five 8" wood posts that need replacing.
- B) Remove from the Owner's property and legally dispose of waste materials or items removed and/or demolished and not designated to become property of the owner
- C) Landscaping and plant material to be protected during the project.
- D) Furnish and install new fencing & posts and all associated materials required to install fencing in accordance with the specified manufacture's recommendations. This includes all protection, cleanup and other necessary tools, equipment and labor to install new fencing.
- E) Furnish and install all new fencing materials

2. MINIMUM QUALITY OF PRODUCTS SPECIFICATIONS

Rope/Net Fencing - should be uniform in quality and appearance of material

3. ROPE/NET FENCING MINIMUM SPECIFICATIONS

Rope/Netting

1,215 lineal feet of SALA Model No: 375 safety netting, 42 inches in height (unstretched), knotted with sewn border with 2-1/2" square mesh style and 3/8" diameter nylon polyamide fiber border rope, and otherwise meeting the additional specifications set forth in the Netting Product Technical Specification Sheet (Page 6A of the Project Manual) or approved equal (the "Rope/Netting").

Posts

Posts shall be eight inches (8") in diameter Southern Yellow or Ponderosa Pine with chamfered top and water treated with a water borne preservative in accordance with the America Wood Preservers Association Standard.

Compacted Crushed Stone Footing

Post footings shall be a minimum of two (2) times the outside perimeter of the post. Material shall conform to the Illinois DOT's graduation for CA-6 crushed stone.

Installation

The Rope/Netting shall be affixed and secured to the wood posts with 1-1/4" x 3" galvanized staples and shall be installed and located at the locations depicted in pink on the aerial phot of the Project Site (Page 6B of the Project Manual).

. FINAL APPEARANCE AND CLEAN-UP

Final installation shall present a uniform plane. Net shall be taught and secured to post with galvanized staples. Install top and bottom ropes taking care not to exceed the maximum sag of 3 inches (3"). Ropes to make 360 degree wrap at each post

All construction debris must be removed from property when job is done,



Netting Product Technical Specification Sheet

3833 SALA Way • Red Wing, MN 55066 • 800.328.6146 • www.capitalsafety.com

Model No: 375

Type: Safety Netting

Typical Uses: Conveyor Guarding / Rack Guarding,
Spalling Applications, Water and Amusement Parks,
Under Cargo-Climb Netting

Construction: Knotted, Sewn Border
Mesh Style: Square
Mesh Size: 2 1/2" (5" Stretched)
Mesh Twine: Nylon Polyamide Fiber
Size: Single #84 (.135 Dia.)
Type: 3-strand Twist
#728 High Tenacity Nylon
800 Lb. Tensile Breaking Strength

Border Rope: Nylon Polyamide Fiber
Size: 3/8" Dia.
Type: 3-strand Twist, Soft Lay
3650 Lb. Tensile Breaking Strength

Hanging Twine: Polyester Fiber
Size: Single #42 .087" Dia.
Type: Braided
420 Lb. Tensile Breaking Strength

Joining Twine: Same As "Mesh Twine"

Mesh Weight: Approx. .053 Lbs. Per Sq. Ft. (Untreated)

Prototype Testing: **Dynamic Drop Test:** 6,000 Ft.-lbs. (DBI-SALA Test #TR-167)

Chemical Treatments: (where applicable):

Weatherkote: (also known as "B" treatment) a treatment of the netting in a mixture of latex, carbon black, and water, for resistance to ultra-violet light, moisture, and abrasion.

Fire Retardant: A treatment of the netting in a mixture of a fire retardant (Granguard NF) and water, and a hardener (Granfinish 60) for flame resistance in accordance with the National Fire Prevention Association.

Latex: A treatment of the netting in a mixture of latex and water for resistance to moisture and abrasion.

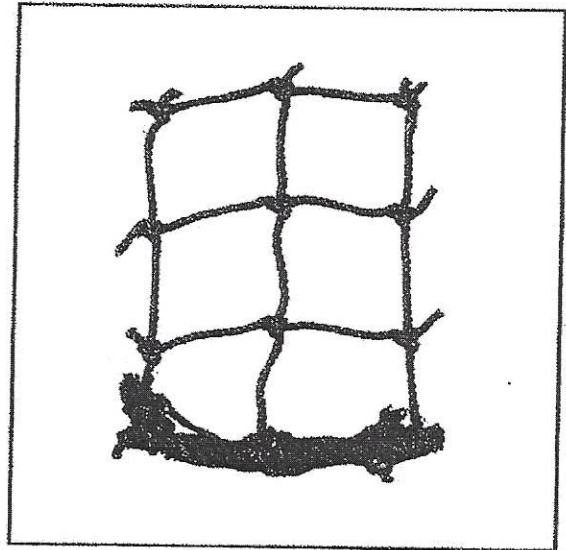
Dye: A treatment of the netting in a mixture of dye and water for aesthetic interior color applications. *Note: "dye only" is not colorfast and therefore is not appropriate for exterior use !*

Dyed & Latexed: A treatment of the netting in a mixture of dye, latex, and water for aesthetic exterior color applications and for resistance to moisture and abrasion.

Certification / Tech. Assistance: The manufacturer (DBI-SALA) shall supply certification that the product meets or exceeds all requirements here within. Certification indicating date, place, and test procedures shall be supplied on request. A certificate of insurance shall be supplied on request.

Material Safety Data Sheets : See Dupont Co. (or other relevant) Material Safety Data Sheets (MSDS) on file at DBI-SALA, for a complete list of physical properties & chemical breakdown of nettings, coatings, and other construction materials.

Please Note : When used in "Spalling" applications, this model should be fabricated in diamond mesh.



Legend

- 1700 Greenbrook Blvd
- Seafari Springs



I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Definitions

The following words and phrases, used herein, shall have the meanings ascribed to them as follows:

- A. "Park District" or "Owner" shall mean the Hanover Park Park District, Cook and DuPage Counties, Illinois, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 (the "Park District Office").
- B. "Bidder" shall mean each contractor bidding on the Park District's Seafari Springs Rope/Net Fencing Project and ancillary work to be performed in strict compliance with the below defined Contract Documents (the "Project Work").
- C. "Successful Bidder" or "Contractor" shall mean the Bidder that receives the award of contract from the Park District for the Project Work.
- D. "Contract Documents" shall mean: (i) Overall Description of Project; (ii) these General Conditions and Instructions to Bidders and General Requirements, (iii) the Specifications including, but not limited to, those listed under the Overall Description of Project; (iv) the Project Manual dated January 20, 2020 and all plans and/or drawings therein and documents referred to herein, (v) the Bid Proposal to be submitted on attached form, (vi) the Tax Compliance Affidavit, (vii) the attached Certifications regarding bid rigging, substance abuse programs, sexual harassment policy and equal employment opportunity, (viii) all addenda issued prior to receipt of bids, (ix) the Hanover Park Park District Seafari Springs Rope/Net Fencing Project Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement"), (x) the Performance Bond, and (xi) the Payment Bond.

Whenever the term "*addenda*" appears in any of the Contract Documents, it shall be understood to refer to any written or graphic instruments issued prior to the bid opening which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

Changes or corrections may be made by the Park District to the Contract Documents after they have been issued and before the Bid Opening. In such case, a written addendum describing the change or correction will be issued by the Park District to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned and shall become part of the Contract Documents.

Firms that formally request a Project Manual from the District and submit contact information will be put on a plan holders list with company name, contact, telephone number and e-mail address

which will be maintained by Park District staff. Future Addenda will be issued only to firms on the District's plan holders list. Any questions, please call Gabe Villar at (630) 837-2468 or e-mail g.villar@hpparks.org.

- E. "Project Site" shall mean the Park District's Seafari Springs Aquatic Center located at 1700 Greenbrook Blvd., Hanover Park, Illinois, 60133.

2. Preparation and Submission of Bid

- A. The Bidder must submit his, her, or its bid on the forms furnished by the Park District. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company. The bid form is contained in these documents. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid.
- B. All bids shall be submitted in a sealed envelope stating the following information on the face of the envelope:
Bidder's Name, Address, and shall be marked "Seafari Springs Rope/Net Fencing Project".
- C. Bids must be received by the Park District no later than 3:00 p.m. on February 20, 2020. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for bids.
- D. Conditional Bids. Qualified bids are subject to rejection in whole or in part.
- E. Authority to Act as Agent. Upon request, the Bidder will provide proof to the Park District that the signature on the bid form has the authority to bind the Bidder to the price(s) quoted and to the terms and conditions of a contract.
- F. Errors in Bids. When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve Bidder. Erasures or changes in bids must be initialed.
- G. Withdrawal of Bid. Any Bidder may withdraw or modify his or her bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same

manner as the bid, and are received by the Park District prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Seafari Springs Rope/Net Fencing Project".

- H. The Bidder shall provide a name, address, and phone number of one contact person who will be responsible for implementation of the total package bid.

3. Examination by Bidder

The Bidder shall, before submitting a bid, carefully examine the Contract Documents and visit the Project Site. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. The Park District will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.

4. Performance and Payment Bonds

If the bid is accepted, the successful bidder shall furnish a Performance Bond and a Labor and Material Payment Bond in an amount of not less than 110% of the Contract Sum in accordance with the Agreement the ("Performance and Payment Bonds"), co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, with a financial strength rating ("FSR") of not less than A- by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors, or similar rating agency, within ten (10) days of the award of the Contract, and insurance documents required under the Agreement. Contractor shall also furnish the additional insured endorsements and shall execute said Agreement and deliver the signed Agreement to the District within ten (10) days of the award of the contract.

5. Prevailing Wages

All work on the Project will be subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) providing for payment of prevailing rate of wages in the respective County in which the Project Work is performed. Copies of the August 2018 prevailing rate of wages for DuPage County, Illinois (which are the most current prevailing rates as of July 15, 2019) are attached hereto and expressly incorporated herein. Notwithstanding the foregoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages DuPage County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

6. Minimum Qualification Documents and Requirements

- A. On a separate sheet, list fencing projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
- B. On a separate sheet, furnish the Park District with a list of the fencing projects your organization has completed in the last year that are similar or greater in size, scope, cost, and complexity to this Project Work.
- C. Bidder shall have completed not less than two (2) fencing projects that are similar or greater in size, scope, cost and complexity as the Project Work in the last three (3) years, at least one of which was for a park district, school district or another unit of local government.

7. Basis of Award

- A. Award, Rejection or Negotiation of Bids. The contract will be awarded to the lowest responsible and responsive Bidder complying with all the provisions of the General Conditions and Instructions to Bidders, provided the bid price is reasonable and it is to the best interest of the Park District to accept it. The Park District reserves the right to reject the bid of a Bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature, (b) when investigation shows that the Bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, and/or (d) is barred from bidding on this contract or any other contract pursuant to 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 and/or other law or regulation, and/or (e) is not actively engaged in work of similar size, scope, and complexity as the Project Work and/or does not meet the Minimum Qualification Requirements set forth in Section 6, paragraph C, of these Part I General Conditions and Instructions to Bidders.
- B. Notwithstanding the foregoing, the Park District also reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid considered by the Park District to be in the best interest of the Park District. The Park District also reserves the right to accept all or part of a bid when the Park District Board of Park Commissioners determines that it is in the best interest of the Park District.

8. Award of Contract

The Park District reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in his/her bid shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her

bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.

9. Collusive Bidding

The Bidder represents and warrants that his, her, or its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

10. Material Inspection and Responsibility

Materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Park District's written approval must be obtained prior to installation, which the Park District may withhold in its sole and absolute discretion.

11. Completion Dates

Construction work on the Seafari Springs Fencing Project can begin April 06, 2020. All Project Work, including but not limited to punch list work and restoration work must be completed on or before May 22, 2020.

12. Payment

The Park District will tender payment for the Project Work after it is completed as provided in and subject to the terms and conditions of the attached Agreement.

13. Non-Discrimination

No Contractor who is the recipient of Park District funds, or who proposes to perform any work or furnish any goods provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

14. Binding Obligation and Non-Assignability

By submitting a bid, the Bidder agrees that if awarded the bid said Successful Bidder shall be contractually bound to perform the Project Work in compliance with the Contract Documents. Successful Bidder shall not assign the whole or any part of the bid award or any obligations created or under the Contract Documents without the written consent of the Park District. Within ten (10) days of being notified that a bidder is the successful bidder, said bidder shall furnish to the park District a list of its subcontractors. All sub-contractors must be approved by the Park District, otherwise the successful bidder shall replace any

subcontractor rejected by the Park District at its sole cost and expense without any credit or adjustment to the Contract Sum.

15. Taxes

The Park District is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Successful Bidder, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful Bidder and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Bid Amount submitted by the Bidder.

16. Investigations Prior To Bid Award

The Park District may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the Project Work, and the Bidder shall furnish all such information and data for this purpose as the Park District may request. The Park District reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Park District that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

17. Bid Amount

The Bid Amounts submitted by Bidder shall include all applicable prices, materials, labor, warranties, permits, licenses, insurance and Payment and Performance Bonds costs, and all other fees, expenses, costs, profits and overhead of Bidder to complete the Project Work in strict compliance with the Contract Documents.

18. Certifications and Affidavits

The Bidder shall complete the Contractor's Certification forms and Tax Compliance Affidavit attached to the Proposal form. Failure to do so may result in disqualification of the Bidder.

19. Insurance

The Bidder should attach a copy of its certificate(s) of insurance with its bid submittal. The successful bidder must comply with the insurance requirements set forth in the attached Agreement, and the cost of such insurance must be included in Bidder's bid proposal amount.

II. GENERAL REQUIREMENTS

1. Quality of Materials

All materials specified are to be new, clean, and free from defects. Where the product, material or equipment of a particular manufacturer is specified, it is intended that the proposal submitted by the Contractor include that particular product, materials or equipment. Where two or more manufacturers are specified, the choice of these is with the Contractor.

2. Protection of the Public

The Contractor shall erect and maintain barricades, canopies, guards, and signs to the extent required by the Owner for the protection of the public.

3. Protection of the Work

It is the responsibility of the Contractor to adequately protect his work from vandalism, weather, and accidental damage until the work is accepted by the Owner and shall bear the cost of repairing or replacing any damaged work.

4. Protection of Property and Clean-up

The Contractor shall be responsible for protection and safeguarding private and public property throughout the construction period. The Contractor shall leave the site clean and free from debris. Excess materials and trash shall be disposed of by the Contractor. The Contractor shall be responsible for repairing, to the Owner's satisfaction, any damage to existing buildings, trees, paved areas, etc., caused by Contractor and/or Contractor's Agents as provided in the Agreement.

5. Coordination of Work & Assignment of Responsibility

A. In all cases, work shall be coordinated with other trades involved in the Project. The Contractor shall assume total responsibility for work outlined in the Scope of this Project. Any deficiencies in work by others which should jeopardize the quality of his work as outlined in this Specification, shall be brought to the attention of the Owner BEFORE work commences. Upon commencement of work, the Contractor has in effect, certified that all work done by others meets with his approval and shall have no bearing upon his portion of the project.

C. Contractor shall assume responsibility for coordinating the timing on the various work between its subcontractors.

6. Important Dates and Times

PROJECT: Seafari Springs Rope/Net Fencing Project

NON-MANDATORY MEETING: February 06, 2020 at 10:00 a.m.at the

Seafari Springs 1700 Greenbrook Blvd. Tours of the facility will be conducted

BID DUE DATE: February 20, 2020 by 3:00 p.m.

NOTICE OF AWARD: March 24, 2020

PERFORMANCE AND PAYMENT BONDS, INSURANCE, LIST OF
SUBCONTRACTORS, AND SIGNED AGREEMENT DUE: April 03, 2020

NOTICE TO PROCEED: After receipt of Performance and Payment Bonds
acceptable to the Park District, anticipated on or before June 7, 2019

PROJECT COMMENCEMENT DATE: April 06, 2020, subject to issuance of a
Notice to Proceed

COMPLETION DATES: May 22, 2020

4. Change Orders

- A. After the award of the Contract, the Contractor shall be advised who the Owner's representative shall be on the Project.
- B. Minor field changes to facilitate ease of construction in the best interest of the Owner may be made in the field by the Owner's duly appointed representative, with the understanding of both parties that no change in contract price is involved.
- C. Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes), a written change order shall be prepared. It shall be a condition precedent to the acceptance of any change order which involves an increase or decrease in the Contract Sum of \$10,000 or more or extends the time of completion by more than thirty (30) days, that the Board of Park Commissioners of the Hanover Park Park District (the "Board") shall have first approved of such written change order and made the requisite determinations and findings in writing required by 720 ILCS 5/33E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time may, but are not required to be, made by the Director of the Hanover Park Park District or by the Board.
- D. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead and profit at the following percentages of the cost attributable to the change in the Work:

- a. Ten percent (10%) for Work by the Contractor not involving Subcontractors.
- b. Five percent (5%) for Work by Subcontractors.
- c. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- d. For additional Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for Work not involving Sub-subcontractors and five percent (5%) for Work by Sub-subcontractors. To the net Subcontract amount the Contractor may add five percent (5%).

8. Contract

See attached Hanover Park Park District Seafari Springs Rope/Net Fencing Project Agreement (the "Agreement") for additional information and requirements. This form will be used as the contract agreement between the Hanover Park Park District and the contractor upon award of Contract by the Board of Park Commissioners.

9. Insurance

The insurance types and amounts of coverages set forth in the Agreement are the minimum requirements and the cost of such coverages and additional insured endorsements must be included in Bidder's bid proposal.

**HANOVER PARK PARK DISTRICT
SEAFARI SPRINGS ROPE/NET FENCING
PROJECT AGREEMENT**

This Seafari Springs Rope/Net Fencing Project Agreement (the "Agreement") is entered this _____, 2020, between Hanover Park Park District, an Illinois park district located in Cook and DuPage Counties, Illinois, the "Park District" "Owner" and the "Contractor"

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.

A. Project Work shall mean the removal of the existing rope/netting and five posts and replacing it with 1,215 lineal feet of 42 inch tall Rope/Netting and five 8" diameter wood posts set in crushed stone at the Project Site located at 1700 Greenbrook Blvd., Hanover Park, Illinois, and other renovations, improvements, and ancillary work to be performed at the Project Site in strict compliance with specifications therefor set forth in the Overall Description of the Project (Pages 5-6B of the Project Manual) and the below defined Contract Documents (the "Project Work").

B. (i) Contractor's receipt of all licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work, which Contractor shall obtain at its sole cost; (ii) Contractor furnishing the Park District with the Payment and Performance Bonds or irrevocable letter of credit in accordance with paragraph 12 below; and (iii) Contractor furnishing the Park District with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below, Contractor shall commence the Project Work immediately following receipt of notice to proceed from the Park District.

C. "Project Site" shall mean the Park District's Seafari Springs located at 1700 Greenbrook Blvd. (the pool), Hanover Park, Illinois, 60133.

D. "Contract Documents" shall mean: (i) the Overall Description of the Project; (ii) the General Conditions and Instructions to Bidders and General Requirements, (iii) the specifications including those listed in the Overall Description of the Project; (iv) the Project Manual dated January 20, 2020, and all plans and/or drawings therein, and all documents referred to therein, (v) the Bid Proposal submitted by the Contractor; (vi) the Tax Compliance Affidavit, (vii) the attached Certifications regarding bid rigging, substance abuse programs, sexual harassment policy and equal employment opportunity, (viii) all addenda issued prior to receipt of bids, (ix) this

Hanover Park Park District Seafari Springs Aquatic Center Rope/Net Fencing Project Agreement, and (x) the Performance Bond, and (xi) the Payment Bond as described herein.

2. Completion Dates. Subject to the issuance of a Notice to Proceed, construction work at the Community Center can begin April 06, 2020 all Project Work, including but not limited to punch list work and restoration work must be completed on or before May 22, 2020. Time is of the essence.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$_____ (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, removal and disposal of construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. Upon completion of the Project Work, the Contractor shall provide a final invoice to the Park District in the amount of the Contract sum plus any pre-approved change orders. It shall be a condition precedent to the Park District's obligation to make a final payment that the Contractor shall have submitted to the Superintendent of Parks, not less than seven (7) days prior to the first day of the month in which the Contractor is applying for final payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Final Payment Documents":

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Park District may require, such as copies of requisitions from material suppliers, until after final acceptance has been made by the Park District. Payment may be reduced by such additional amounts as Park District determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company listing the name and address of each subcontractor that furnishes labor on the Project and for each subcontractor in separate columns, the original amount of each subcontract, the amount of issued change orders, adjusted contract amount, the total completed and stored to date, net amount previously paid, net amount this payment and balance to complete.

(iii) **Final Waivers of Lien** from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period. **Trailing Waivers of Lien will not be accepted.**

(iv) All of the Contractor's Final Payment Documents shall be sworn to and notarized.

(v) It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to the Park District covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) (the "Certified Payrolls"). The Park District will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

(vi) Contractor shall assign all manufacturers' warranties to Owner as required herein.

(vii) Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Park District.

(vii) Following receipt of the Final Payment Request Documentation and all certifications, warranty assignments, and all documents and submittals required under the Contract Documents, and following the Park District determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Park District shall tender payment to the Contractor of the Contract Sum plus any approved change orders and less any deductions as provided, subject to the terms and conditions herein.

C. No payments shall be made by the Park District for any materials, goods, supplies and/or equipment until said materials, goods, supplies and/or equipment have been incorporated into the Project Work and the Project Work has been fully completed and in strict compliance with the Contract Documents, and further subject to the requirements of this Section 3.

D. It shall be a condition precedent to any payment required by the Park District hereunder, that the Park District has determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions herein. The Park District shall deduct from the final payment hereunder, amounts as determined for incomplete Work, including but not limited to 110% of the value of the punch list work, and any required Restoration Work, and for any unsettled claims, and further subject to the conditions herein.

E. In the event the Contractor, Park District is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Park District, in its sole

discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Park District. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Park District with an indemnification agreement and an additional mechanic's lien bond in form approved by the Park District issued by a surety company acceptable to the Park District.

F. Notwithstanding the foregoing, in no event shall the Park District's acceptance of the Project Work, Contractor's Final Payment Request Documentation and/or any Certification and/or the Park District's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

4. Material and Application Inspection and Responsibility. Materials and equipment, the style, make, color or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Park District's written approval must be obtained prior to installation which the Park District may withhold in its sole and absolute discretion.

5. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. Compliance With Law. All goods, equipment, materials, and all labor furnished by Contractor and Contractor's Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Architectural Barriers Act, the Illinois Accessibility Codes, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Hanover Park Ordinances, including but not limited to the Village of Hanover Park Building Codes, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work, including but not limited to products liability claims. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Hanover Park Park District, and its officials, officers, employees, and volunteers (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, Repair Work, Punch List Work, and/or Warranty Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, material suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Park District. In the event of any such suit, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Park District. All subcontractors shall be approved by the Park District. Any such assignment by Contractor without the Park District's written approval shall be null and void.

9. Taxes. The Park District is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of the Project Site and the present condition of the roof to be replaced, and represents and warrants that the Contractor Documents and depictions are adequate and the required results can be produced under the Contract Documents and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work, and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the Contract Sum.

A. Commercial General Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If a general aggregate applies, either the general aggregate shall apply separately to this Project location (ISO CG 2503 or 2504) or the general aggregate shall be twice the occurrence limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 covering CGL on an "occurrence basis" including products and completed operations, property damage, bodily injury and personal and advertising injury.

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

Hanover Park Park District, and each of their respective officers, officials, directors, managers, employees, volunteers, agents, consultants, parent companies, affiliates, subsidiaries, successors and assigns (collectively, the "Additional Insured") shall be included as an insured under the CGL coverage, using ISO additional insured endorsement CG 20 10 11 85 or if not available, through the addition of both CG 2010, CG 2026, CG 2033 or CG 2038 and CG 2037 if a later edition is used.

These insurance coverages shall be primary as respects the insurance and/or self-insurance afforded the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance and/or self-insurance maintained by the Additional Insured, or any of them, shall be in 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 explosion, pollution, collapse or underground property damage.

B. Business Auto Liability Insurance.

Contractor shall maintain auto liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9).

C. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 per accident for bodily injury.

D. General Insurance Provisions.

i. If the Contractor maintains broader coverage and/or higher limits than the minimums listed above in subparagraph A, B and/or C of this Paragraph 11, the Park District shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

ii. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with written notice to the Park District.

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

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier 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 the Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District'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 the Park District whenever requested.

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

iii. Acceptability of Insurers.

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A- and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

iv. Cross-Liability Coverage.

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

v. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured, or any of them, 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.

vi. Non-Waiver of Subrogation by Park District; Waiver of Subrogation by Contractor.

The Park District shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, and/or its insurance carrier and/or risk pool provider, Park District Risk Management Agency ("PDRMA") and/or insurance company providing excess coverage on behalf of the Park District or PDRMA may have against the Contractor, for any property injury, death, or other damage caused by any Contractor, subcontractor, or any of their respective employees, agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the Project Work. Contractor hereby grants to the Park District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Park District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Park District has received a waiver of subrogation endorsement from the insurer.

vii. Failure to Comply With Insurance Reporting Provisions.

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

viii. All Insurance Obtained Shall Apply Separately to Each Insured.

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ix. Insurance Requirements Cannot be Waived by Park District.

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

- a. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or
- d. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District and/or any of the other Additional Insured.

x. Liability of Contractor is not Limited by Purchase Of Insurance.

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Park District does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

xi. Notice of Personal Injury or Property Damage.

Contractor shall notify the Park District, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xii. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types of coverages and in not less than the amounts of coverages specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance, additional insured endorsement, or such other insurance documentation evidencing coverage for each subcontractor.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Park District with a Performance Bond and a Labor and Material Payment Bond each in the amount of 110% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Park District, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work, Repair Work and/or Restoration Work including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bond is included in the Contract Sum set forth in paragraph 3.

13. Illinois Prevailing Wage Act

A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for DuPage County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of

its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). A copy of the July 2019 prevailing wage rates for DuPage County, Illinois (which as of July 15, 2019, appear to be the most current prevailing wages) are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Warranty.

A. Contractor shall assign all manufacturers' warranties for the Project Work to the Park District. Notwithstanding such assignments, Contractor expressly warrants to the Park District that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Park District for a period of one (1) year commencing upon the completion of all of the Project Work and acceptance of same by the Park District. This warranty is in addition to, and not in lieu of the manufacturer's warranty and any other warranties set forth in the Project Manual. Work performed under this warranty and/or those set forth in the Project Manual is hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within seven (7) days of Contractor's receipt of notice from the Park District demanding the Warranty Work, (the "Warranty Completion Date").

B. If the Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot warrant for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting its bid. Otherwise, the Contractor shall be held responsible to provide the method of application, installation, materials, etc., which will be guaranteed for the indicated period of time.

15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 18.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to the Contractor:

If to the Park District:
Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois, 60133
Attention: Gabe Villar,
Superintendent of Parks & Planning
Fax: (630) 837-9720

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: (630) 529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. Contractor shall repair any damage to the Project Site and/or any other Park District property attributable to acts and/or omissions of Contractor and/or Contractor's Agents and/or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within

five (5) days of the Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

18. Limitation on the Park District's Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Park District and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Park District and/or other Indemnified Parties.

19. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Sites and/or any other property owned, leased or controlled by the Park District (collectively, "Subject Property") by Contractor and/or Contractor's Agents (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Park District. Contractor shall immediately notify the Park District both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

20. Delays in Project Work. Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a

result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

21. Change Orders.

A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Superintendent of Parks. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Park District Board of Park Commissioners ("Park Board") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Park District Director or Park Board.

B. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Work:

- i. Ten percent (10%) of Work by the Contractor not involving subcontractors.
- ii. Five percent (5%) for Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Work not involving sub-subcontractors and five (5%) for Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).

22. Relationship of the Parties.

A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Park District, and therefore is not entitled to any benefits provided to employees of the Park District. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Park District. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Park District, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Park District shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Park District shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

23. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

24. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

25. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

26. Authorized Installer. Contractor represents and warrants that it is an authorized contractor/installer of all products, systems, materials, supplies and goods furnished hereunder, including but not limited to the roof shingles and roofing materials to be installed to complete the Project Work, and that the performance of the Project Work hereunder by Contractor and/or Contractor's Agents will not invalidate or void any manufacturer's warranty for any Project product, system, material, supply or goods to be furnished hereunder.

27. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Park District as follows:

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

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized

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

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly

so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

28. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code. Contractor shall comply with the Architectural Barrier Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

29. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

30. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

31. Work by Trade Unions. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is effected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

32. Miscellaneous

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Park District and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to

execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Hanover Park Park District

By: _____
President

Attest:

Secretary

By: _____
Its: _____

Attest:

By: _____
Its: _____

BID PROPOSAL

BID FORM

CONTRACTOR: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

TO: Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois, 60133

PROJECT: Hanover Park Park District
Seafari Springs Aquatic Center
Rope/Net Fencing Project

Contractor hereby submits its bid to perform and construct the Project Work in strict accordance with the Contract Documents for the lump sum of

_____ U.S. Dollars

(\$_____ .00).

In submitting the bid, the undersigned agrees:

1. To enter the attached Hanover Park Park District Seafari Springs Fencing Project Agreement (included Project Manual/bid packet) with the Owner and to construct the work as drawn and specified and in strict compliance with the Contract Documents for the stated lump sum amounts regardless of quantity discrepancies. No additional payments will be made due to the quantity discrepancies.
2. To hold the bid open for sixty (60) days after bid opening.
3. To enter into a Contract within ten (10) days of Notice of Award.
4. To furnish a Performance Bond and Payment Bond for 110% of the full amount of the Contract in accordance with the attached Agreement within ten (10) days of Contract Award fully enforced for the duration of the Project Work. Such bonds must be provided prior to commencing work and cost of said bonds is included in the lump sum bid.
5. To furnish certificates of insurance and additional insured endorsements in accordance with the attached Agreement prior to commencing work the cost of which is included in the lump sum bid.
6. To furnish a preliminary Construction Schedule upon signing the Contract (must comply with dates set forth in the Contract Documents).
7. To forfeit the Bid Security to the Owner as payment of damages due to delay if the undersigned fails to execute a Contract and/or furnish the Performance and Payment Bond and/or insurance documents as required.

8. To begin the work no later than the date specified in the Contract and to complete the Project Work on or before the respective dates set forth in the attached Agreement. Time is of the essence.
9. The undersigned represents and warrants that he/she has the authority to bind the Company/Contractor to the bid price stated above.

COMPANY NAME

BUSINESS ADDRESS

BUSINESS PHONE

BUSINESS FAX

PREPARER'S PRINTED NAME

PREPARER'S TITLE

PREPARER'S SIGNATURE

DATE

(SEAL – If by Corporation)

AFFIDAVIT OF EXPERIENCE/MINIMUM QUALIFICATION DOCUMENTATION

(This Affidavit must be executed)

STATE OF _____)
) SS:
COUNTY OF _____)

_____, being duly sworn, says that he/she is

_____ of _____
(sole owner, partner, corporate officer or manager) (individual, firm, corporate name)

and states that attached hereto is an accurate list of at least two (2) projects that are similar or greater in size, scope, cost and complexity to the Project Work that the Bidder has completed in the last three (3) years, at least one (1) of which was performed for a park district, school district or another unit of local government, and that the information included on the attached table or separate sheets listing least two (2) such projects by name, owner, architect or engineer contact, phone number, contract sum and date of completion is true and accurate.

Affiant

Subscribed & Sworn to before me
this _____ day of _____, 2020

Notary Public

Project Name	Owner	Architect/Contact	Description of Project Work	Phone	Contract Amount	Completion Date	Percentage of Work Performed by Own Forces

Sub-Contractor and Supplier List

(Failure to complete may result in disqualification of Bid.)

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested in writing and approved by the Owner one (1) week prior to the start of the work that is involved.

Sub-Contractor

(Including Address & Phone Numbers)

Work Performed

Material Supplier

Material Supplied

Company Name: _____

Bidders Signature: _____

Title

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of _____
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is
not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the
Internal Revenue Service.

Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid,
hereby certify that _____ appeared before me this day in person
and, being first duly sworn on oath, acknowledged that he/she is authorized to act on
behalf of _____ (Company), and that he/she executed the foregoing
certificate as his/her free act and deed and as the act and deed of
_____ (Company).

Dated: _____, 2020

Notary Public

**CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

The undersigned hereby certifies that _____ (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to Hanover Park Park District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: _____, 2020

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
)
COUNTY OF _____)
) SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____, 2020

Notary Public

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any BIDDER or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name of Bidder: _____

Address: _____

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes____ No____
 2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes____ No____
 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes____ No____
 4. If answer to Item 3 is "No", please explain in detail below.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

**CERTIFICATION THAT BIDDER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY
REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned hereby certifies that _____ (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____, 2020

Notary Public

**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111.Rev. Stat., Ch, 127, par. 152.31 1). The Drug Free Workplace Act. Effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contractor grant payments, termination of the contractor grant and debarment of contracting or grant opportunities with the State for at least one(1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contractor grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Signature of Authorized Representative

Printed Name of Organization

Printed Name and Title

Date

DuPage County Prevailing Wage Rates posted on 7/15/2019

Trade Title	Rg	Type	C	Overtime							Pension	Vac	Trng	Other Ins
				Base	Foreman	M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION TECHNICIAN	All	BLD		34.25	37.05	1.5	1.5	2.0	2.0	12.35	21.78	2.21	0.68	
ELECTRIC PWR EQMT OP	All	ALL		43.71	59.52	1.5	1.5	2.0	2.0	6.00	13.55	0.00	0.77	1.31
ELECTRIC PWR EQMT OP	All	HWY		41.45	56.38	1.5	1.5	2.0	2.0	5.50	12.87	0.00	0.73	
ELECTRIC PWR GRNDMAN	All	ALL		33.69	59.52	1.5	1.5	2.0	2.0	6.00	10.44	0.00	0.59	1.01
ELECTRIC PWR GRNDMAN	All	HWY		32.00	56.38	1.5	1.5	2.0	2.0	5.50	9.92	0.00	0.66	
ELECTRIC PWR LINEMAN	All	ALL		52.44	59.52	1.5	1.5	2.0	2.0	6.00	16.27	0.00	0.93	1.58
ELECTRIC PWR LINEMAN	All	HWY		49.67	56.38	1.5	1.5	2.0	2.0	5.50	15.40	0.00	0.88	
ELECTRIC PWR TRK DRV	All	ALL		34.90	59.52	1.5	1.5	2.0	2.0	6.00	10.83	0.00	0.62	1.05
ELECTRIC PWR TRK DRV	All	HWY		33.14	56.38	1.5	1.5	2.0	2.0	5.50	10.29	0.00	0.59	
ELECTRICIAN	All	BLD		41.00	45.00	1.5	1.5	2.0	2.0	12.35	24.58	5.72	0.75	
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	NE	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
FENCE ERECTOR	W	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	E	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
IRON WORKER	W	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	

MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT		38.00	38.00	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	E	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
PAINTER	All	ALL		47.30	49.30	1.5	1.5	1.5	2.0	12.43	8.65	0.00	1.45	
PAINTER - SIGNS	All	BLD		39.06	43.86	1.5	1.5	2.0	2.0	2.67	3.32	0.00	0.00	
PILEDRIIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		46.75	49.56	1.5	1.5	2.0	2.0	10.85	19.01	0.00	0.95	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.38	12.74	0.00	0.58	
SHEETMETAL WORKER	All	BLD		48.87	51.31	1.5	1.5	2.0	2.0	10.78	17.51	0.00	0.93	2.31
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	E	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
STEEL ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	
TRUCK DRIVER	All	ALL	1	37.61	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	2	37.76	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	

TRUCK DRIVER	All	ALL	3	37.96	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15
TRUCK DRIVER	All	ALL	4	38.16	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators,

outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-

Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by

hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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