



# **Project Manual for Tennis Court Repair/Color Coating and Striping at Ranger Park, Kamradt Recreation Area and East Harbor Park**

**Hanover Park Park District  
1919 Walnut Avenue  
Hanover Park, Illinois 60133**

**ISSUED FOR BIDS ON APRIL 3, 2023**

**Bids are due April 27, 2023 at 10:00 a.m.  
at the Hanover Park Park District Community Center,  
1919 Walnut Avenue, Hanover Park Illinois 60133**

**All Bidders must READ Payment Terms (paragraph 3), Insurance Requirements (paragraph 11)  
and Performance Bond and Payment Bond Requirements (paragraph 12)  
contained in the Tennis Court Repair/Color Coating and Striping Project Agreement.**

**HANOVER PARK PARK DISTRICT  
TENNIS COURT REPAIR/COLOR COATING, STRIPING PROJECT**

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**TENNIS COURT REPAIR/COLOR COATING AND STRIPING PROJECT  
AGREEMENT**

## NOTICE TO BIDDERS

Hanover Park Park District (the "Park District") is accepting sealed bids for its Tennis Court Repair/Color Coating and Striping Project (the "Project"). The facilities included for the Project are (1) Ranger Park located at 7555 Barrington Road, Hanover Park, Illinois; (2) James Kamradt Recreation Area located at 1701 Greenbrook Blvd., Hanover Park, Illinois; and (3) East Harbor Park located at 4001 Woodlake Drive, Hanover Park, Illinois (collectively, the "Project Sites"); All work is to be performed in strict compliance with the Scope of Work and Specifications set forth in the Project Manual for the Tennis Court Repair/Color Coating, Striping Project dated April 3, 2023, and in strict compliance with the Contract Documents therein (the "Project Work"). Copies of the Bid Documents may be obtained from Stephen Bessette, Superintendent of Parks, Planning & Maintenance, at the Park District's Community Center located at 1919 Walnut Avenue, Hanover Park, Illinois, 60133, during regular business hours of 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays, beginning April 3, 2023, at 9:00 a.m.

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: Stephen Bessette, Superintendent of Parks, Planning & Maintenance, until 10:00 a.m. April 27, 2023 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 defined or otherwise set forth in the Contract Documents, 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.

It is anticipated that the Park District will award the Contract to the successful bidder on or about May 23, 2023. The Project Work at the Project Sites can begin May 24, 2023 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 September 1, 2023. 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/ Stephen Bessette  
\_\_\_\_\_  
Stephen Bessette, Superintendent of  
Parks, Planning and Maintenance

## 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, an Illinois park district of Cook and DuPage Counties, Illinois, with its principal office located at 1919 Walnut Avenue, Hanover Park, Illinois, 60133 (the "Park District Office").

B. "Bidder" shall mean each contractor bidding on the Park District's Tennis Court Repair/Color Coating, Striping 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 the documents set forth in the Project Manual for the Tennis Court Repair/Color Coating and Striping at Ranger Park, 7555 Barrington Road, Hoffman Estates, Illinois; James Kamradt Recreation Area, 1701 Greenbrook Blvd., Hanover Park, Illinois; and East Harbor Park, 4001 Woodlake Drive, Hanover Park, Illinois, dated April 3, 2023, including: (i) Notice to Bidders; (ii) Specifications for Project for (a) Ranger Park, (b) James Kamradt Recreation Area, and (c) the East Harbor Park; (iii) these General Conditions and Instructions to Bidders; (iv) General Requirements; (v) the Scope of Work and Specifications; (vi) Minimum Bidder Qualifications; (vii) the Bid Proposal to be submitted on attached form; (vi) the Tax Compliance Affidavit executed by the Contractor; (vii) the attached Certifications regarding (a) bid rigging, (b) equal employment opportunity and drug free workplace, (c) substance abuse programs, and (d) sexual harassment policy executed by the Contractor; (viii) all addenda issued prior to receipt of bids; (ix) the Tennis Court Repair/Color Coating and Striping Project Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement"); (x) copy of Cook County and DuPage County prevailing wages as of 3/1/2023; and (xi) the Performance Bond and Payment Bond executed by the Contractor and a surety meeting the requirements set forth in the Agreement.

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 Stephen Bessette at (630) 837-2468, ext. 128 or e-mail [s.bessette@hpparks.org](mailto:s.bessette@hpparks.org).**

E. "Project Sites" shall mean the (a) Ranger Park located at 755 Barrington Road, Hanover Park, Illinois; (b) James Kamradt Recreation Area located at 1701 Greenbrook Blvd., Hanover Park, Illinois; (c) East Harbor Park located at 4001 Woodlake Drive, Hanover Park, Illinois.

F. "Project Work" shall mean the installation of acrylic tennis Recreation Sport surfaces (a) 1 tennis court with the addition of court lines for two pickleball courts at Ranger Park; (b) 2 tennis courts with addition of court lines for four pickleball courts at Kamradt Recreation Center; and (c) 3 tennis courts with addition of court lines for six pickleball courts at East Harbor Park.

G. "Specifications" shall mean the Hanover Park Park District Acrylic Tennis Recreational Sport Surfaces Color Coat Specifications included in the Project Manual.

## 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 "Tennis Court Repair/Color Coating and Striping Project".

C. Bids must be received by the Park District no later than 10:00 a.m. on April 27, 2023. 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 "Tennis Court Repair/Color Coating and Striping 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 Sites. 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

A. Prior to commencement of the Project Work, Contractor shall furnish the Park District with a Performance Bond and 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 Prevailing Wages. The cost of said Performance and Payment Bonds are included in the Contract Sum.

B. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days of award of contract, or within such extended period as the Owner may grant, shall constitute default, and the Owner may either award the contract to the next responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee. Contractor shall pay all premiums and costs of this bond.

### 5. Prevailing Wages

A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, Restoration 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"). 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-contractors 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"). Copies of the March 1, 2023 prevailing wage rates for Cook County, Illinois and DuPage County, Illinois are attached hereto. Notwithstanding the forgoing, 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 for Cook County, Illinois for Ranger Park, and DuPage County, Illinois for Kamradt Recreation Area and for East Harbor Park 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

A. On a separate sheet, list all tennis court projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

B. On a separate sheet, furnish the Park District with a list of tennis and/or pickleball PLEXIPAVE® or PLEXICUSION® or equal type of acrylic resurface color coating system and relining projects your organization has completed in the last three (3) years that are of the same type and similar or greater in size, scope, cost, and complexity to this Project Work. This list shall include the name of the project, owner, contract amount, date of completion, and percentage of the cost of work performed by the Bidder's own forces. Give the location, list names and phone numbers of appropriate job reference individuals for each project listed. The list of Projects shall include a minimum of two projects that are of the same type and similar or greater in size, scope cost and complexity as the Project Work, at least one (1) of which was performed for a park district, school district, or another unit of local government ("Minimum Qualification Requirements").

#### 7. Basis of Award

A. Award, Rejection or Negotiation of Bids. The contract will be awarded to the lowest responsible and responsive Bidder meeting specifications and 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 the same type and similar size, scope, and complexity as the Project Work and/or does not meet the Minimum Qualification Requirements.

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/its 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 can begin after the issuance of a Notice to Proceed by the Owner and is required to begin within seven (7) days of issuance of the Notice to Proceed. All Project Work, including but not limited to punch list work must be completed on or before September 1, 2023. Time is of the essence.

12. Payment

The Park District will tender payment for the Project Work 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. All subcontractors shall be approved by the Park District.

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 Performance and Payment Bonds (or letter of credit) costs, and all other fees, expenses, costs, profits and overhead of Bidder and payment of prevailing wages 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 shall be disposed & removed 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 Work for each of the Project Sites for 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.

B. Contractor shall assume responsibility for coordinating the timing on the various projects between its subcontractors.

### 6. Important Dates and Times

PROJECT: Tennis Court Repair/Color Coating and Striping Project

BID DUE DATE: April 27, 2023 by 10:00 a.m.

NOTICE OF AWARD: May 23, 2023

PERFORMANCE AND PAYMENT BONDS, INSURANCE AND SIGNED AGREEMENT DUE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF AWARD.

PROJECT COMMENCEMENT DATE:

Actual work shall commence within ten (10) days (weather permitting) of receipt of the signed Agreement from the District and Notice to Proceed from the District, whichever is later, and shall continue with due diligence until full completion and acceptance.

COMPLETION DATE: September 1, 2023 (time is of the essence)

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 project 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 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 Executive Director of the Hanover 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 Project Work:

- a. Ten percent (10%) for Project Work by the Contractor not involving Subcontractors.
- b. Five percent (5%) for Project 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 Project 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 Project Work not involving Sub-subcontractors and five percent (5%) for Project Work by Sub-subcontractors. To the net Subcontract amount the Contractor may add five percent (5%).

8. Contract

See attached Tennis Court Repair/Color Coating and Striping 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.

### III. SCOPE OF WORK AND SPECIFICATIONS

#### **Hanover Park Park District** **Acrylic Tennis & Recreational Sport Surfaces**

#### COLORCOAT System Specification

#### **Part 1 – General**

##### **1.1 DESCRIPTION**

- A. Scope: This guide specification covers the construction and installation of the Acrylic Color Coat System. The work to be performed under this specification includes all labor, equipment, materials and supplies necessary for the installation of the tennis courts included in this contract. Consult with a professional engineer or architect for a formal inspection. The Color Coat System is for the protections, beautification, and surface pace of many recreational surfaces, including tennis courts, basketball courts, playgrounds, handball courts, paddle tennis courts, etc. This surfacing system should be applied only to properly prepared asphalt substrates. The court system is comprised of Acrylic Deep Patch, Acrylic Resurfacer, Color Coat Concentrate and Textured White Line Paint.
- B. Court Construction: Refer to the American Sports Builders Association (ASBA) manual.  
Tennis Courts: A constructions Manual for court construction details. This publication may be obtained by calling the ASBA at 866-501-2722 or visiting [www.sportsbuilders.org](http://www.sportsbuilders.org).

##### **1.2 QUALITY ASSURANCE**

- A. Tennis court surfacing materials shall be PLEXIPAVE (or approved equal).
- B. All work shall be done in accordance with American Sports Builders Association (ASBA) guidelines.

##### **1.3 SUBMITTALS**

- A. Submit one set of “PLEXIPAVE Color Coat Specifications” (or approved equal).
- B. Submit system components Technical Data Sheets (TDS).

##### **1.4 WORKING CONDITIONS & LIMITATIONS**

- A. Asphalt substrates shall be allowed to cure a minimum of 30 days before any coatings are applied.
- B. The substrate shall be CLEAN & DRY before coatings are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dirt and other foreign matter before any coatings are applied.
- C. Water used in all mixtures should be fresh and potable.
- D. No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent and unless the air temperature is at least 50 degrees F (10 degrees Celcius) and rising.

- E. No coatings are to be applied if surface temperatures exceed 130 degrees F (54 degrees Celsius).
- F. All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
- G. Color(s) of acrylic color coating system is to be selected by owner from manufacturer's product color card.
- H. If all the above conditions are met, surfacing materials shall have a one-year limited warranty as supplied by the manufacturer.

## **Part 2 – Products**

### **2.1 PLEXIPAVE (or approved equal) COLORCOAT MATERIALS ACRYLIC RESURFACER**

#### **A. DESCRIPTION**

Acrylic Resurfacer is an asbestos free, acrylic latex binder developed expressly for job mixing with silica sand to obtain a fast drying filler coat that reduces surface posterity in asphalt and concrete pavements. As opposed to other filler coat products, multiple applications of Acrylic Resurfacer does not require rolling between coats.

#### **B. SURFACE USES**

Acrylic Resurfacer may be applied over properly prepared asphalt and concrete sub-bases that are to be surfaced with the PLEXIPAVE® or PLEXICUSION® Surfacing Systems.

#### **C. APPLICATION**

Use a 70 Durometer flexible rubber squeegee; 24", 30", 36" width.

#### **D. DRYING TIME**

30 minutes to one hour under optimum outdoor temperature and humidity conditions (70 degrees F, 50% humidity). For indoor application, provide heat and air circulation to expedite drying.

#### **E. MIXING**

A variety of sand gradations can be used depending on the surface condition to be treated. Quantities of sand and water will vary depending on the sand gradation. When using finer gradation, less sand should be used to maintain strength in the mix. For leveling or patching, Court Patch Binder mixes should be used (see specs Section 10.14e of California Products Corporation).

Resurfacer Mix (for squeegee application)

Acrylic Resurfacer	55 gallons
Water (clear and potable)	20-40 gallons
Sand (60-80 mesh)	600-900 pounds
Liquid Yield	112-138 gallons

#### **F. COVERAGE**

Filler Coat: 15-20 square yards per gallons depending on surface texture and porosity (.05-.07 gals/sq.yd.)

#### **G. LIMITATIONS**

- Apply only when ambient temperature is 50 degrees F and rising.

- Do not apply when rain is imminent.
- Do not apply when surface temperature is less than 50 degrees F or more than 140 degrees F.
- Do not apply over tar emulsion sealers.
- Keep containers tightly closed when not in use.
- Keep materials from freezing.
- New asphalt shall be allowed to cure for at least 14 days; concrete shall cure for 28 days. Do not use curing compounds.
- Use only with sands free of clay, silt and other foreign materials.
- The PLEXIPAVE System will not prevent pavement cracks from occurring.

## 2.2 COURT PATCHES

### A. DESCRIPTIONS

Court patch Binder is a high strength acrylic latex bonding liquid designed to mix with Silica Sand and Portland Cement as an easy to use patching compound. The patching mix may be used over new or existing asphalt and concrete surfaces to repair depressions, cracks and other irregularities. Court Patch Binder allows for applications of quick drying leveling patches up to 3/4" in depth.

### B. SURFACE USES

Over new or existing asphalt and concrete pavement to correct depressions and uneven texture on:

- Tennis Courts
- Outdoor Basketball Courts
- Play Areas
- Pathways and Walks

### C. APPLICATION

Use steel trowel and/or metal screed to fill and level depressions, bird baths or irregularities in tennis courts and other recreational pavement areas.

Cracks greater than 1/4" shall be filled and leveled with a square hand-trowel or broad knife by forcing the Court Patch Binder filler mix into the crack and striking of excess material. Edges may be feathered using a hand trowel and a damp cloth to form a smooth transition from patch to the original surface.

### D. COLOR

Neutral

### E. DRYING TIME

Applications of Court Patch Binder mixes dry at various rates depending on the type of mineral aggregate, the thickness applied and the weather conditions. Thin applications by squeegee or trowel using fine aggregate will cure and dry in less than one hour.

Thick applications (up to 3/4") for patching deep bird baths and rough pavement will take a minimum of six hours to dry depending on temperature and humidity conditions. Patches should be allowed to cure for 24 hours before applying the PLEXIPAVE® System.

## **2.3 PLEXICOLOR LINE PAINT**

*The Line Paint, as designated on drawings and specifications, for use over asphaltic and tar emulsion surfaces including slurry coats, shall conform to the following characteristics and performance.*

The paint shall be a 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyls and shall be thinned with water only. The paint shall also be suitable for application by brush, spray, or roller.

All materials used in the manufacturing of paint shall be of good commercial quality entirely suitable for the purpose intended under normal conditions for use. For white color, the opaque portion of the pigment shall be rutile titanium dioxide and the vehicle shall consist of 100% acrylic polymer dispersed in water together with the minimum amounts of necessary additives; such as pigment dispersants, anti-foaming agents, and preservatives; but no driers shall be used.

The white paint shall meet a minimum requirement of total solids (percent by weight of paint) of 51.5% and a maximum pigment content (percent by weight of paint) of 36%. The white paint shall contain not less than 3 pounds per gallon of treated rutile titanium dioxide. A minimum fineness of grind of 4 and a viscosity (Krebs Units) of 80 minimum and 95 maximum is required. The paint shall brush easily and have good flowing, leveling and spreading characteristics and shall be suitable for application by spray equipment or rollers.

This paint shall be suitable for use over all types of bituminous surfaces and, when applied over emulsified asphalt, it shall not cause lifting, crazing, peeling, or other damage to the base.

## **Part 3 – Execution**

### **3.1 INSPECTION**

- A. Inspect asphalt substrate for dryness. Report any discrepancies to the owner.
- B. Substrate shall be broom cleaned by general contractor as required.
- C. Surfacing contractor to approve site and surface conditions prior to proceeding with application of any coatings.

### **3.2 DESCRIPTION**

This specification covers the application of a new wearing surface texture for Plexipave Tennis Courts and new or existing asphalt concrete tennis courts that have a sound, well-drained base of adequate thickness and stability. Existing surfaces should be properly sloped for good drainage, and free from cracks. The process consists of the repair of any minor depressions, followed by application of the Plexipave System (or approved equal).

NOTE: The success of the all-weather characteristics of resurfacing is dependent on a sound base (with good drainage) and asphalt concrete meeting the requirements of The National Asphalt Paving Association and the U.S. Tennis Court and Track Builders



Association. Surface variation should not exceed 1/8" in ten feet when measured in any direction with a straightedges and a slope of 1" in 10 feet all in one plane.

### 3.3 MATERIALS

- A. **Plexipave Court Patch Binder** (or approved equal) – shall comply with Specification 10.14 of California Products Corporation.
- B. **Plexipatch** (or approved equal) – shall comply with Specification 10.21 of California Products Corporation.
- C. **Acrylic Resurfacer** (or approved equal) – shall comply with Specification 10.8 of California Products Corporation.
- D. **Plexipave Color Base** (or approved equal) – shall comply with Specification 10.5 of California Products Corporation.
- E. **Plexichrome** (or approved equal) – shall comply with Specification 10.1 of California Products Corporation.
- F. **Plexicolor Line Paint** (or approved equal) – shall comply with Specification 10.4 of California Products Corporation.
- G. **Water** – the water used in all mixtures shall be fresh and potable.

### 3.4 CONSTRUCTION

- A. **Installation** – The surface to be coated must be sound, smooth, and free from dust, dirt, or oily materials. Prior to the application of surfacing materials, the entire surface should be flooded, and checked for minor depressions or irregularities. Any puddled area covering a nickel shall be marked and repaired with Court Patch Binder using the following mix:

100 pounds 60-80 mesh silica sand (dry)  
3 gallons Plexipave Court Patch Binder  
1-2 gallons Portland Cement (dry) (depending and humidity and temperature)

Tack coat consisting of 1 part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. For more information, see CPC Specification 10.14 or 10.21.

After patching, the surface shall not vary more than 1/8" in 10 fee measured in any direction.

### 3.5 SURFACE PREPARATION

In order to provide a smooth, dense underlayment for the Plexipave system, one application of California Acrylic Resurfacer shall be applied to the surface to obtain a coverage of 15-20 sq. yds. per gallon(.07 - .05 gallons per square yard). No application shall be covered by a succeeding application until thoroughly cured. Dilution with water and sand is required utilizing the following mix.

Acrylic Resurfacer	55 gallons
Water (clean and potable)	20-40 gallons
Sand (45-60 mesh)	600-900 pounds
Liquid Yield	112-138 gallons

### 3.6 FORTIFIED PLEXIPAVE

Fortified Plexipave shall be applied by rubber bladed squeegee on the clean, dry surface in 3 applications to obtain a total quantity of not less than .15 nor more than .23 gallons per sq. yd. of area, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.

Fortified Plexipave can be job mixed as follows:

Plexipave Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

The diluted material shall be homogenous. Segregation before or during application will not be permitted.

The finished surface shall have a uniform appearance and be free from ridges and tool marks.

**3.7 PLAYING LINES** – Four hours minimum after completion of the color resurfacing, 2-inch wide lines shall be accurately located, marked, and painted with Plexicolor Line Paint as specified by US Tennis Association.

### 3.8 LIMITATIONS

No part of the construction involving the Plexipave System shall be conducted during rainfall or when rainfall is imminent. The air temperature must be at least 50 degrees F and rising. Do not apply when surface temperature is above 140 degrees F. The Plexipave System will not prevent surface or structural cracks from reoccurring.

## **Part 4 - Court Patch Mix**

### 4.1 MIXES

Depressions shall be applied by steel trowel or metal screed to level the surface to proper grade using the following mix designs.

#### Thin Patches 1/4" or Less

100 lbs #80-100 Mesh Silica Sand (dry)  
3 gallons Court Patch Binder  
1-2 gallons Portland Cement (dry)  
(Minimum 12 lbs Maximum 24 lbs  
depending on temperature and humidity)

#### Thick Patches 1/4" or Greater

Use 60-80 Mesh Silica Sand (dry)

Mix in a clean mortar box or mortar mixer to a workable consistency. Thoroughly clean and apply a tack coat of 1 part Court Patch Binder diluted with 2 parts water to the area to be patched. Court Patch Binder mix may be applied directly to the depressed area after the tack coat has completely dried. The patch should be allowed to cure for 24 hours prior to the application of the Plexipave Color Surface System.

Depressions in excess of 3/4" depth must receive multiple applications of Court Patch Binder Mix allowing 24 hours before applying subsequent lifts. Each application of Court Patch Mix must be feathered out to a fine edge. Any rough edges must be rubbed down with an abrasive rubbing stone to remove roughness.

#### **4.2 COVERAGE**

Because of the wide variation in surface conditions, porosity and texture, the coverage figures given here are approximately and serve only as a guide:

Patching mix: 1 1/2 square yards per 100 lbs. batch laid 1/2" thick

#### **4.3 LIMITATIONS**

- Allow new asphalt surface 14 days to cure and new concrete 28 days to cure.
- Do not use in temps below 55 degrees F or when rain or high humidity is imminent
- Ambient temps must be 55 degrees F and rising
- Keep containers tightly closed when not in use.
- Do not apply if surface temp is in excess of 140 degrees F.
- DO NOT ADD WATER
- KEEP FROM FREEZING. DO NOT STORE IN HOT SUN.

#### **Part 5 – Protection**

- A. Cure Time. No traffic or other trades shall be allowed on the surface for a period of one week following completion to allow for complete and proper cure of the finish.
- B. Other Trades. It is the responsibility of the general contractor to protect the surface from damage by other trades before acceptance by the owner or the owner's authorized agent.

**BID FORM**

1 of 2 pages

CONTRACTOR: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

PROJECT: Tennis Court Repair/Color  
Coating, Striping Project

Having read all Contract Documents and also having received, read, and taken into account all ADDENDA, and having inspected the Project Site and the conditions affecting and governing the construction of the Project Work, the undersigned proposes to furnish all materials and perform all labor, as specified and described in the Contract Documents for the following stipulated lump sum:

**ACKNOWLEDGE ADDENDA RECEIVED**

	_____
<b>Ranger Park:</b>	\$ _____
<b>Kamradt Recreation Area:</b>	\$ _____
<b>East Harbor Park:</b>	\$ _____
<b>TOTAL BID:</b>	\$ _____

In submitting the bid, the undersigned agrees:

1. To enter the Tennis Court Repair/Color Coating and Striping System Project Agreement (included in the Project Manual with the Owner and to furnish and install the Project Work for all of the Project Sites, 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 enter into a Contract within ten (10) days of Notice of Award.
3. To furnish a Performance Bond and Payment Bond for 110% of the full amount of the Contract Sum in accordance with the attached Agreement within ten (10) days of Contract Award fully enforced for the duration of the Contract time. Such bonds must be provided prior to commencing work and cost of said performance bond and said payment bond is included in the lump sum bid.

4. 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.
5. To furnish a preliminary Construction Schedule upon signing the Contract (must comply with dates set forth in the Contract Documents).
6. 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 Payment and Performance Bond (or letter of credit) and/or insurance documents as required.
7. 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.
8. The undersigned represents and warrants that he/she has the authority to bind the Company/Contractor to the bid price stated above.

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COMPANY NAME

---

BUSINESS ADDRESS

---

BUSINESS PHONE

---

BUSINESS FAX

---

SIGNER'S PRINTED NAME

---

SIGNER'S SIGNATURE

---

DATE

---

SIGNER'S TITLE



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

**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        )  
  )  
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: \_\_\_\_\_, 2023

\_\_\_\_\_  
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: \_\_\_\_\_, 2023

\_\_\_\_\_  
(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: \_\_\_\_\_, 2023

\_\_\_\_\_  
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.

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**CERTIFICATION BY BIDDER**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

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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 subcontractor. 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  
AND 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: \_\_\_\_\_, 2023

\_\_\_\_\_  
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

## TENNIS COURT REPAIR/COLOR COATING AND STRIPING PROJECT AGREEMENT

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This Tennis Court Repair/Color Coating and Striping Project Agreement (the "Agreement") is entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between Hanover Park Park District, an Illinois park district located in Cook and DuPage Counties, Illinois, (the "Park District" or "Owner") and \_\_\_\_\_ (the "Contractor") (collectively, the "Parties").

**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 Hanover Park Park Tennis Court Repair/Color Coating and Striping Project, including, but not limited to (a) 1 tennis court with the addition of court lines for two pickleball courts at Ranger Park; (b) 2 tennis courts with addition of court lines for four pickleball courts at Kamradt Recreation Center; and (c) 3 tennis courts with addition of court lines for six pickleball courts at East Harbor Park. to be performed in strict compliance with the below defined Contract Documents.
  - B. "Project Sites" shall mean (a) Ranger Park located at 755 Barrington Road, Hanover Park, Illinois; (b) James Kamradt Recreation Area located at 1701 Greenbrook Blvd., Hanover Park, Illinois; and (c) East Harbor Park located at 4001 Woodlake Drive, Hanover Park, Illinois.
  - C. "Contract Documents" shall mean each of the following described documents each of which is set forth in the Hanover Park Park District Project Manual for the Tennis Repair/Color Coating and Striping at Ranger Park, Kamradt Recreation Area and East Harbor Park dated April 3, 2023:
    - i. Notice to Bidders,
    - ii. General Conditions and Instructions to Bidders,
    - iii. General Requirements,
    - iv. Scope of Work and Specifications (Part 1 through Part 5 inclusive),
    - v. All documents set forth in the Project Manual for Tennis Repair/Color Coating and Striping at Ranger Park, Kamradt Recreation Area and East Harbor Park dated April 3, 2023 (the "Project Manual") which is expressly incorporated herein by reference,

- vi. Contractor's Bid Proposal dated \_\_\_\_\_, 2023, and including the following Bidder certifications:
  - (a) Affidavit of Experience/Minimum Qualification Document.
  - (b) Tax Compliance Affidavit.
  - (c) Certification that Bidder is Not Barred From Public Contracting Due to Bid-Rigging or Bid-Rotating Convictions.
  - (d) Certification of Bidder Regarding Equal Employment Opportunity.
  - (e) Certification That Bidder has Adopted and Maintains a Written Sexual Harassment Policy and Substance Abuse Prevention Program.
  - (f) State of Illinois Drug Free Workplace Certification.
- vii. this Tennis Court Repair/Color Coating and Striping Project Agreement.
- viii. Prevailing Wage rates for Cook County dated 3/1/2023 and DuPage County dated 3/1/2023.
- ix. the Performance Bond and the Payment Bond.

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the Contract Documents on or before September 1, 2023. Time is of the essence of this Agreement.

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, and disposal of construction debris, warranties, payment of Prevailing Wages, Performance Bond and Payment Bond premiums, fees, expenses, costs, profits and overhead required under the Contract Documents.
- B. 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 are otherwise in strict compliance with the Contract Documents, and further subject to the requirements of this Section 3.

- C. Upon completion of the Project Work and any Repair Work required hereunder, Contractor shall submit the following documentation to the Park District:
- 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, and reflecting a 5% retainage until after final acceptance has been made by the Park District. Payments shall be further reduced by such additional amounts as Park District reasonably determines for non-conforming work and unsettled claims.
  - ii. General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; proof of filing of Certified Payrolls with the Illinois Department of labor (the "IDOL") from Contractor and all subcontractors that furnished labor in connection with the Project as required in Subsection G; and such other documentation required under the Contract Documents and/or reasonably required by Owner (collectively, "Final Payment Request Documentation").
  - iii. Contractor shall submit all certifications and documentation required under the Contract Documents, the cost of which is included in the Contract Sum.
  - iv. Following receipt of the Final Payment Request Documentation and all certifications, manufacturer's warranties, guaranties, and all documents and submittals required under the Contract Documents, and following the Park District's 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 balance of the Contract Sum, subject to the terms and conditions herein.
- 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 Project 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. Payments shall be further contingent upon the consent of the surety issuing the Performance Bond and the Payment Bond hereunder to said payment. Any

amounts required to be withheld from said payment by the surety or the issuer shall be withheld without any liability to the Park District.

- F. In the event the Contractor and/or the Park District is/are 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 fully 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), letter of credit or cash bond 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 attorney and with an indemnification agreement and an additional mechanic's lien bond, letter of credit or cash bond in form approved by the Park District attorney and issued by a surety company or issuer acceptable to the Park District.
- G. It shall also be a condition precedent to any payment hereunder that Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor 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) or utilizing IDOL's portal (the "Certified Payrolls"). The Park District will not process or release any payments prior to receiving proof that all Certified Payrolls have been filed with the IDOL relative to each applicable pay application.
- H. Notwithstanding the foregoing, in no event shall the Park District's acceptance of the Project Work, Contractor's 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. Intentionally Omitted.

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, 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 DuPage County Stormwater Ordinance, as amended, adopted by and incorporated by reference into the Village of Hanover Park codes, ordinances and regulations, 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. 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, including without limitation the Project Work, the Repair Work, the Punch List Work, and/or the 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, 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 Sites, equipment inspection, 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 Agreement, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Project Work hereunder by the Contractor, its agents, representatives, employees, subcontractors, and material suppliers, or any of them.

#### **A. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If Contractor maintains said types and breadth of CGL coverage but with limits of only \$1,000,000 per occurrence and \$2,000,000 aggregate CGL coverage, Contractor can satisfy the CGL coverage requirements if in addition to said \$1,000,000/\$2,000,000 limits Contractor also maintains excess umbrella liability coverage of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Park District requires and shall be entitled to the broader coverage and/or the 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.

## **B. Self-Insured Retentions**

Self-Insured retentions must be declared to and approved by the Park District. At the option of the Park District, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Park District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Park District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Park District.

## **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions;

1. **The Hanover Park Park District and its officers, officials, employees, and volunteers (collectively, the "Additional Insureds") are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Park District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Park District.

#### **D. Claims Made Policies**

CGL coverage shall be on an occurrence basis. If any other coverage required is written on claims-made coverage form the following shall apply thereto:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of the Project Work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project Work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of the Project Work.
4. A copy of the claims reporting requirements must be submitted to the Park District for review and approval.

#### **E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Park District.

#### **F. Waiver of Subrogation**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Park District for all work performed by the Contractor, its employees, agents and subcontractors.

#### **G. Verification of Coverage**

Contractor shall furnish the Park District with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Park District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Park District reserves the right to require complete,

certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

**H. 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.

**I. 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:

1. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
2. failing to review any Certificates of Insurance received;
3. 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
4. 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.

**J. 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.

## **K. 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.

## **L. Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except the amount of CGL insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, and Contractor shall ensure that the Park District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

12. Performance Bond, and Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Park District with (i) a Performance Bond, and (ii) a 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 (sometimes collectively referred to herein as the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Project Work and 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 Bonds are 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, Restoration 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"). 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 IDOL in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"), and providing proof of filing of Certified Payrolls with the IDOL to the Park District with each applicable application. Copies of the March 3, 2023 prevailing wage rates for Cook County, Illinois and for DuPage County, Illinois 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 and DuPage County, Illinois as applicable to the different Project Sites as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates as may be applicable to a given pay period 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 the Project Work and acceptance of same by the Park District due to faulty workmanship. These warranties are in addition to, and not in lieu of, the warranties set forth in the Project Manual. Work performed under these warranties and/or those set forth in the Project Manual are hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from the Park District demanding the Warranty Work, weather permitting (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 construction, 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 without limitation, recovery of any reasonable attorney's fees and costs, 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 Contractor:

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If to the Park District:  
Hanover Park Park District  
1919 Walnut Avenue  
Hanover Park, Illinois, 60133  
Attention: Steve Bessette  
Fax: 630-837-9720  
Email: [s.bessette@hpparks.org](mailto:s.bessette@hpparks.org)

With a copy to:  
Bryan E. Mraz, Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road, Roselle, Illinois, 60172  
Fax: 630-529-2019  
Email: [bem@mrazlaw.com](mailto:bem@mrazlaw.com)

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 Sites, or any of them, and/or to 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. Punch List Work. Punch List Work shall mean the list of incomplete or slightly defective work created at Project Closeout, provided the Project Work is substantially complete as determined by the Owner.

19. Intentionally Omitted.

**20. 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.**

21. Hazardous Substances and Material Safety Data Sheets.

A. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them, and/or any other property owned, leased or controlled by the Park District (collectively, "Subject Property") by Contractor and/or Contractor's Agents. 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 the Subject 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.

- B. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.
- C. When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law (820 ILCS 255/1, et seq., 820 ILCS 220/0.01, et seq., and 820 ILCS 225/0.1, et seq.)

22. 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 Project 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 Project Work.

23. 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 Project Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Contractor. 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 Project 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 Executive 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 Project Work:
  - i. Ten percent (10%) of Project Work by the Contractor not involving subcontractors.

- ii. Five percent (5%) for Project 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 Project 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 Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).

24. 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 and Project Work 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 have no 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.

25. 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.

**26. 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 Agreement.**

27. 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.

28. 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:

- A. 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.
- B. 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
- C. 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.
- D. 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.

- E. 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.
- F. 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.
- G. 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.

29. 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.

30. 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.

31. 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.

32. Work by Trade Unions. If the Project 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 Project Work is affected 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

### 33. 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

Contractor:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Cook County Prevailing Wage Rates posted on 3/1/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION ELECTRICIAN	All	BLD		47.16	50.46	1.5	1.5	2.0	2.0	12.70	14.10	1.25	1.57	0.50
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL		45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRICIAN	All	ALL		52.05	55.69	1.5	1.5	2.0	2.0	17.65	18.30	1.25	1.92	1.50
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	



OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	E	ALL	1	39.95	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	2	40.20	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	3	40.40	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	4	40.60	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15

TRUCK DRIVER	W	ALL	1	40.63	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	2	40.78	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	3	40.98	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TRUCK DRIVER	W	ALL	4	41.18	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

**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 COOK COUNTY

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

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### 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

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### 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.

#### TRAFFIC SAFETY Worker I

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

## TRAFFIC SAFETY WORKER II

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

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

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

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

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

### 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".

## DuPage County Prevailing Wage Rates posted on 3/1/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION TECHNICIAN	All	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	
ELECTRIC PWR EQMT OP	All	ALL		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.43
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10
ELECTRIC PWR LINEMAN	All	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1.72
ELECTRIC PWR TRK DRV	All	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1.14
ELECTRICIAN	All	BLD		43.08	47.33	1.5	1.5	2.0	2.0	13.60	27.57	7.13	1.20	
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	NE	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	



## **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 Worker I

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

## TRAFFIC SAFETY WORKER II

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

## 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 Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the

mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

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

#### LANDSCAPING

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".