

**August 12, 2019**

# **Hanover Park Park District**



**Seafari Springs**

**Body & Tube Slides**

**Refurbishment Project**

**Hanover Park Park District Project Manual**

**1919 Walnut Avenue**

**Hanover Park, Illinois 60133**

**ISSUED FOR BIDS ON**

**August 12, 2019**

Bids are due August 30, 2019 at 10:00 a.m.  
at the Hanover Park Park District Community Center,  
1919 Walnut Avenue, Hanover Park Illinois 60133

All Bidders must READ Bid Bond & Payment/Performance Bonds' Requirements (p.8 and p.25  
Insurance Requirements (p.20) & Payment Procedures (p.16)

Contractor selected must pre-qualified with the State of Illinois' Department of Public Health  
before a permit is issued per the Illinois Department of Public Health  
Swimming Pool and Bathing Beach Code.

**HANOVER PARK DISTRICT  
SEAFARI SPRINGS POOL HEATER PROJECT  
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## NOTICE TO BIDDERS

Hanover Park Park District (the "Park District") is accepting sealed bids for Seafari Springs Aquatic Center Body & Tube Slides Refurbishment Project. The facility included for this project is the Seafari Springs Aquatic Facility and the pool adjacent thereto (the "Pool") located at 1700 Greenbrook Blvd., Hanover Park, Illinois, 60133 (the "Project Site"). All work is to be performed in strict compliance with the Specifications and Project Manual dated August 12, 2019, prepared by Hanover Park Park District (the "Owner"), and in strict compliance with the Contract Documents therein (the "Project Work"). Copies of the Bid Documents may be obtained from the Park District Secretary at the Park District's Community Center located at 1919 Walnut Avenue, Hanover Park, Illinois, 60133 (the "Community Center") during regular business hours of 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays, beginning August 12, 2019 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 marked to the attention of Robert O'Brien, Park District Director and Secretary, until 10:00 a.m., August 30, 2019 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 amount, 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 a 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, to guaranty the performance of contractor's obligations under the Contract Documents, completion of the contract, and the payment of all materials used and labor performed for the Project Work, Warranty Work, Repair Work and/or Restoration Work as those terms and obligations are set forth in the Contract Documents, as more fully explained in the Contract Documents, completion of the Contract and the payment of all material used and labor performed, including but not limited to the payment of prevailing wages. The cost of said Bonds shall be included in the total bid amount set forth in the Bid Proposal.

**A Non Mandatory pre-bid** conference meeting will be held on August 19, 2019 at 11:00 a.m. at Seafari Springs 1700 Greenbrook Blvd. Hanover Park, Illinois. Tours of the Slides will be conducted as part of the pre-bid conference.

It is anticipated that the Park District will award the Contract to the successful bidder on or about September 23, 2019. Construction work at the pool can begin October 1, 2019 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 December 1, 2019.

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

*/s/ Robert O'Brien*  
Hanover Park Park District Secretary

BID CONTRACT AND CONSTRUCTION SCHEDULE FOR SEAFARI SPRINGS  
BODY & TUBE SLIDES REFURBISHMENT PROJECT  
HANOVER PARK PARK DISTRICT  
SEAFARI SPRINGS AQUATIC CENTER

2019

BIDS OUT	AUGUST 12, 2019
PRE-BID CONFERENCE	AUGUST 19, 2019 @ 11:00 A.M.
BIDS DUE & OPEN	AUGUST 30, 2019 AT 10:00 A.M.
BIDS REVIEWED BY PARK BOARD	SEPTEMBER 9, 2019
BIDS APPROVED BY BOARD PARK	SEPTEMBER 23, 2019
NOTICE OF BID AWARD	SEPTEMBER 24, 2019
PROJECT STARTS	OCTOBER 7, 2019
PROJECT COMPLETED	DECEMBER 1, 2019

## **BID SPECIFICATIONS – SCOPE OF WORK**

### **Interior Surface**

1. Sand surface to remove existing coating and any chipping or failures.
2. Repair all cracks and/or chips on the surface.
3. Create a bonding profile for new coating.
4. Apply new color coating. Coating system must be approved by Owner.
5. Caulk all interior seams and or transitions with an approved by Owner material.

### **Exterior Surface**

1. Clean surface by pressure washing or using a method approved by the Owner.
2. Make necessary repairs to exterior surface.
3. Apply new color coating. Coating system and color must be pre-approved by Owner prior to application.

### **Final Cleaning**

1. Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the equipment and haul away from the job site all debris created by its work on the site and surrounding area.

1.

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Definitions

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

- A. "Park District" or "Owner" shall mean the Hanover Park Park District, Cook and DuPage Counties, Illinois, 1919 Walnut Avenue, Hanover Park Illinois, 60133 (the "Park District Office").
- B. "Bidder" shall mean each contractor bidding on the Park District's Seafari Springs Body & Tube Slide 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 receive 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 dated August 12, 2019, including: (i) these General Conditions and Instructions to Bidders and General Requirements, (ii) the Specifications set forth under the heading Scope of Work and Project Manual dated August 12, 2019 prepared by the Owner and all documents referred to therein, (iii) the Bid Proposal to be submitted on attached form, (iv) the Tax Compliance Affidavit, (v) the attached Certifications regarding Bid Rigging, Substance Abuse Programs, Sexual Harassment Policy and Equal Employment Opportunity, (vi) all addenda issued prior to receipt of bids (vii) the Hanover Park Park District Seafari Springs Body & Tube Slides Refurbishment Project Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement"), and (viii) the Performance Bond, and (ix) the Labor and Material Payment Bond (the "Payment Bond").

Whenever the term "*addenda*" appears in any of the Contract Documents it shall be understood to refer to any written or graphic instruments issue 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.

A plan holders list with company name, contact, telephone number and e-mail address will be maintained by Park District staff. Future Addenda will be issued only to bidders of record. Any questions, please call Gabe Villar at (630) 837 - 2468 or e-mail [g.villar@hpparks.org](mailto:g.villar@hpparks.org)

- E. "Project Site" shall mean Seafari Springs Aquatic Center 1700 Greenbrook Blvd. (the "Pool"); Hanover Park, Illinois, 60133.

2. Preparation and Submission of Bid

- A. The Bidder must submit his, her, or its bid on the forms furnished by the Park District. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer attested to by the corporate secretary of a corporation, or the manager of a limited liability company. The bid form is contained in these documents All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid.
- B. All bids shall be submitted in a sealed envelope stating the following information on the face of the envelope:  
  
Bidder's Name Address and shall be marked "Seafari Springs Body & Tube Slides Refurbishment Project".
- C. Bids must be received by the Park District no later than 10:00 p.m. on August 30, 2019. 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 Seafari Springs Body & Tube Slides Refurbishment Project 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 while is plainly marked "Seafari Springs Body & Tube Slides Refurbishment Project".

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

3. Examination by Bidder

The Bidder shall, before submitting a bid, carefully examine the Contract Documents and visit the Project Site. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure 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 loss resulting from such failure or neglect.

4. Payment and Performance Bonds

If the bid is accepted, the bidder will furnish a Performance Bond and a labor and Material Payment Bond ("Payment Bond") of not less than 110% of the contract sum accordance with the Agreement ("Performance and Payment Bond") an insurance documents required under the Agreement, including but not limited t additional insured endorsements, and shall execute said Agreement within ten (10) days of the award of the contract.

5. Prevailing Wages

All work on the Project will be subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) providing for payment of prevailing rate of wages in the respective County in which the Project Work is performed. Copies of the November 2018 prevailing rate of wages for Du Page County, Illinois (which are the most current prevailing wages as of November 2018 ) are attached hereto and expressly incorporated herein. 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 Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:

<http://www.state.il.us/agency/idol/rates.rates.htm>

Minimum Qualification Documents

- A. On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
- A. On a separate sheet, furnish the Park District with a list of the last two projects your organization has completed in the last five (5) years that are

Seafari Springs Body & Tube Slide Refurbishment Project

4.

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 with Bidder's own forces. List names and phone numbers of appropriate job reference individuals for each project list The list of Projects should include a minimum of two (2) projects that are 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 the "Minimum qualification Documentation")

7. Basis of Award

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

8. Award of Contract

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

9. Collusive Bidding

The Bidder represents and warrants that his, her, or its bid is made without any previous understanding, agreement or connection with any person, firm, or

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

11. Completion Dates

Construction work on Seafari Springs Body & Tube Slides Refurbishment can begin October 7, 2019. All Project Work, including but not limited to punch list work, repair Work, and Restoration Work must be completed on or before December 1, 2019.

12. Payment

The Park District will tender payment for the Project Work as provided in and subject to the terms and conditions of the 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 sub-contractors 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 material, 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 to 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 price, materials, labor, warranties, permits, licenses, insurance and Payment a Performance Bonds (or letter of credit) costs, and all other fees, expenses, cost, profits and overhead of Bidder to complete the Project Work in strict compliant 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 requirement set forth in the attached Agreement, and the cost of such insurance must be included in Bidder's bid proposal amount.

**II. GENERAL REQUIREMENTS**

1. Quality of Materials

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

2. Protection of the Public

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

3. Protection of the Work

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

4. Protection of Property and Clean-up

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

5. Coordination of Work & Assignment of Responsibility

A. In all cases, work shall be coordinated with other trades involved in the Project. The Contractor shall assume total responsibility for work outlined in the Scope of this Project. Any deficiencies in work by others which should jeopardize the quality of his work as outlined in this Specifications, shall be brought to the attention of the Owner BEFORE work commence. 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 various projects between its subcontractors.

6. Important Dates and Times

PROJECT: Seafari Springs Body & Tube Slides Refurbishment Project

PRE-BID MEETING: August 19,2019 at 11:00 a.m.  
at Seafari Springs Pool, 1700 Greenbrook Blvd.  
Tours of the Slide area will be conducted as part of the pre-bid conference.

BID DUE DATE: AUGUST 30,2019 AT 10:00 a.m.

NOTICE OF AWARD: September 24, 2019

PERFORMANCE AND PAYMENT BONDS, INSURANCE AND SIGNED AGREEMENT DUE: October 5, 2019

PROJECT COMMENCEMENT DATE: October 7,2019 subject to receipt of a Notice to Proceed

COMPLETION DATES: December 1, 2019

4. Change Orders

Seafari Springs Body & Tube Slide Refurbishment Project

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- 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 appoint a representative, with the understanding of both parties that no change in contract price is involved.
- C. Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes), a written change order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any change order which involves an increase or decrease in the Contract Sum of \$10,000 or more or extends the time of completion by more than thirty (30) days, that the Board of Park Commissioners of the Hanover Park Park District (the "Board") shall have first approved of such written change order and made the requisite determinations and findings in writing required by 720 ILCS 5/33E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time may, but are not required to be, made by the Director of the Hanover Park Park District or by the Board.
- D. For any adjustments to the Contract Sum based on other than the unit price method, the Contractor agrees to charge and accept payment for his overhead and profit at the following percentages of the cost attributable to the change in the Work:
  - a. Ten percent (10%) for Work by the Contractor not involving Subcontractors.
  - b. Five percent (5%) for Work by Subcontractors.
  - c. When both additions and credits are involved in anyone change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
  - d. For additional Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed Subcontractors will be permitted to charge ten percent (10%) for Work not involving Sub-subcontractors and five percent (5%) for Work by Sub-subcontractors. To the net Subcontract amount the Contractor may add five percent (5%).

8. Contract

See attached Hanover Park Park District Seafari Springs Body & Tube Slides Refurbishment 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 the contract by the Board of Park Commissioners.

9. Insurance

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

**HANOVER PARK PARK DISTRICT  
SEAFARI SPRINGS BODY & TUBE SLIDES  
REFURBISHMENT PROJECT AGREEMENT**

This Seafari Springs Body & Tube Slides Refurbishment Project Agreement (the "Agreement") is entered this \_\_\_\_\_ day of September, 2019, 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 refurbishment of the Body & Tube Slides located at the Park District's Aquatic Facility located at 1700 Greenbrook Blvd., Hanover Park, Illinois, and other renovations, improvements, and ancillary work to be performed at the Project Site in strict compliance with the below defined Contract Documents (the "Project Work").

B. Contractor shall submit preliminary information relative to the Project Work to owner in accordance with the Contract Documents. Following (i) approval by the Owner and Park District ; (ii) Contractor's receipt of a licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work which Contractor shall obtain at its sole cost; (iii) Contractor furnishing the Park District with the Performance Bond and the Payment Bond in accordance with paragraph 12 below; and (iv) Contractor furnishing the Park District with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below, Contractor shall commence the Project Work immediately following receipt of notice to proceed from the Owner.

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

D. "Contract Documents" shall mean the documents set forth in the Project Manual dated August 12, 2019, including: (i) the General Conditions and Instructions to Bidders and General Requirements, (ii) the Specifications set forth under the heading "Scope of Work"; (iii) the Bid Proposal to be submitted on attached form, (iv) the Tax Compliance Affidavit, (v) the attached Certifications regarding Bid Rigging, Substance Abuse Programs, Sexual Harassment Policy and Equal Employment Opportunity, (vi) all addenda issued prior to receipt of bids, (vii) this Hanover Park Park District Seafari Springs Body& Tube Slides Refurbishment Project Agreement;

and (viii) Performance Bond; and (ix) Labor and Material Payment Bond all as described herein.

E. "Owner" shall mean Hanover Park Park District, 1919 Walnut Avenue, Hanover Park, Illinois, 60133, (630) 837-2468 (phone)

2. Completion Dates. Subject to the issuance of a Notice to Proceed, refurbishing work at Seafari Springs can begin October 1, 2019. All Project Work, including but not limited to punch list work, Repair Work, Restoration Work and Warranty Work must be completed on or before December 1, 2019,

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 material , equipment, labor, permits, licenses, insurance, additional insured endorsement, certifications, shop drawings, as built drawings, testing, removal and disposal construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds or Letter of Credit, fees, expenses, costs, profits and overhead require under the Contract Documents.

B. Contractor shall provide monthly invoices to the Park District throughout the Project Work. It shall be a condition precedent to the Park District's obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, not less than seven (7) days prior to the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents":

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Park District may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Park District. Payments shall be further reduced by such additional amounts the Park District determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.

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

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

(v) Such additional documentation and/or information requested by the Park District relative to said payment and/or as otherwise required under the Contract Documents.

(vi) Certified Payrolls (defined below).

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

D. Upon completion of the Project Work and any Repair Work and/or Restoration 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 as the Park District may require, 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 connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; Certified Payrolls and such other documentation required under the Contract Documents and/or required by Owner (collectively, "Final Payment Request Documentation").

(ii) Contractor shall perform testing and demonstrations, and submit all reports, certifications and documentation required under the Contract Documents, and perform any re-testing required by the Park District, the cost of which is included in the Contract Sum.

(iii) Contractor shall provide all final shop drawings, as built drawings operating instructions, equipment schedules and all other submittals required under the Contract Documents.

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

(v) Following receipt of the Final Payment Request Documentation and all certifications, testing, and re-testing (if required), reports, guaranties, warranty assignments, shop drawings, as-built drawings 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, and the Owner's approval of the "as

built" drawings, the Park District shall tender payment to the Contractor of the balance of the Contract Sum, subject to the terms and conditions herein.

E. It shall be a condition precedent to any payment required by the Park District hereunder, that the Park District and the Engineer have determined that the Project Work being invoiced is free from any defects and has been completed accordance with the terms and conditions herein. The Park District shall deduct from the final payment hereunder, amounts as determined for incomplete Work, including but not limited to 100% 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.

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

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

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

I. 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.

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

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

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Hanover Park Park District, the Engineer, and their respective officials, officers, directors, managers, employees, volunteers, servants, agents, consultants, parent companies, affiliates, subsidiaries, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, Repair Work, Restoration Work, and/or Warranty Work provided hereunder; and/or any acts 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 negligence of any of the Indemnified Parties. In which case, Contractor shall at its own

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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 again 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 - Assign ability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Park District. subcontractors shall be approved by the Park District. Any such assignment 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 lease tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the foregoing, it shall be Contractor's responsibility to determine and pay a" 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 all Project Sites, 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 contract, and for three (3) years thereafter, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives. Employees or subcontractors.

14. 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 operation , 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 2504) 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 \$3,000,000 each occurrence and \$3,000,000 aggregate.

2. Automotive 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 Statute 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 minimum 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 (collectively, the "Additional Insured are to be covered as additional insured's on the CGL policy with respect to liability arise out of work or operations performed by or on behalf of the Contractor including material , 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 2001 04 13 as respects to Park District, its officers, officials, employees, and volunteers. Any insurance or self insurance maintained by the Park District, its officers, officials, employees, or volunteer 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 n 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 o claims-made coverage form the following shall apply thereto:

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1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made 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 years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the Park District for review

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:-1;Viii, 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. 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 endorsement 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 at 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 coverage's 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, 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 format least as broad as CG 20 38 04 13.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Park District with a Performance Bond and 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 AM. 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 Bond") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work, Repair Work and/or Restoration Work including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bond is included in the Contract Sum set forth in paragraph 3.

13. Illinois Prevailing Wage Act

A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, 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") for Cook County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the more stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of its subcontractors of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). A copy of the November 2018 prevailing wage rates for DuPage County, Illinois (which as of August 12, 2019, appears to be the most current prevailing wages) are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://state.il.us/agency/idol/rates/rates> htm

14. Warranty.

A. Contractor shall assign all manufacturers' warranties for the Project Work to the Park District. Notwithstanding such assignments, Contractor expressly warrants to the Park District that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Park District for a period of one (1) year commencing upon the completion of all of the Project Work and acceptance of same by the Park District. This warranty is in addition to, and not in lieu of the warranties set forth in the Project Manual and/or Drawings. Work performed

under this warranty and/or those set forth in the Project Manual and/or Drawings is hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within seven (7) days of Contractor's receipt of notice from the Park District demanding the Warranty Work, (the "Warranty Completion Date").

B. If the Drawings and/or 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 reasonable attorney's fees, subject to the limitations set forth in paragraph 18.

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

If to the Contractor

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

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

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

17. Repair Work. Contractor shall repair any damage to the Project Site and/or any other Park District property attributable to acts and/or omissions of Contractor and/or Contractor's Agents and/or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within five (5) days of the Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

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

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal

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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 a regulations adopted and publications promulgated pursuant to said laws (collectively , "Environmental Laws"). If Contractor's activities or the activities of any of Contractor ' Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Park District Contractor shall immediately notify the Park District both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

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

20. Delays in Project Work. Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

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

21. Change Orders.

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

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

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

22. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Park District nor Engineer shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent

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Damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Engineer shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

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

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

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

26. Authorized Installer. Contractor represents and warrants that it is an authorized contractor/installer of all equipment, materials, supplies and goods furnished hereunder, including but not limited to all furnaces and condensing units, and that the performance of the Project Work hereunder by Contractor and/or Contractor's Agent will not invalidate or void any manufacturer's warranty for any Project equipment furnished hereunder.

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

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

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

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

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

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

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

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

28. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code. Contractor shall comply with the Architectural Barrier Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended,

and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

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

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

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

32. Miscellaneous

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

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

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

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

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

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

Advanced Roofing Team

Construction, Inc.

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

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

Attest:

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: Secretary

**BID PROPOSAL**

**BID FORM**

CONTRACTOR: \_\_\_\_\_  
STREET: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

TO: Hanover Park Park District                      PROJECT: Hanover Park Park District  
1919 Walnut Avenue                                      Seafari Springs Body & Tube  
Hanover Park, Illinois, 60133                                      Slides Refurbishment Project

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

\_\_\_\_\_ U.S. Dollars

(\$\_\_\_\_\_ .00).

In submitting the bid, the undersigned agrees:

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

9. The undersigned represents and warrants that he/she has the authority to bind the Company/Contractor to the bid price stated above.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
BUSINESS PHONE

\_\_\_\_\_  
BUSINESS FAX

\_\_\_\_\_  
PREPARER'S PRINTED NAME

\_\_\_\_\_  
PREPARER'S TITLE

\_\_\_\_\_  
PREPARER'S SIGNATURE

\_\_\_\_\_  
DATE

(SEAL – If by Corporation)



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

## Sub-Contractor and Supplier List

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

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

### Sub-Contractor

(Including Address & Phone Numbers)

### Work Performed

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### Material Supplier

### Material Supplied

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Company Name: \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

*Title*

**TAX COMPLIANCE AFFIDAVIT**

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

\_\_\_\_\_  
Signature

STATE OF ILLINOIS        )  
  )  
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: \_\_\_\_\_, 2019

\_\_\_\_\_  
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: \_\_\_\_\_, 2019

\_\_\_\_\_  
(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: \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY**

**INSTRUCTIONS**

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

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

---

**CERTIFICATION BY BIDDER**

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

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

- 
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes\_\_\_ No\_\_\_
  
  2. Compliance reports were required to be filed in connection with such contract or 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  
REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM**

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

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

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

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

\_\_\_\_\_  
(Print Name of Bidder/Company)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Printed Name of Signatory)

\_\_\_\_\_  
(Title of Signatory)

STATE OF ILLINOIS            )  
  )  
COUNTY OF \_\_\_\_\_    )

SS.

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

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

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

CURRENT PREVAILING WAGE RATES FOR DUPAGE COUNTY  
Effective November 5, 2018

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OTM-F	OTSa	OTSu	OTHol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	DuPage	ASBESTOS ABT-GEN	All	ALL		41.2		1.5	1.5	2	2	13.77	13.2	0	0.5	0
11/5/2018	DuPage	ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2	2	12.92	11.82	0	0.72	0
8/15/2018	DuPage	BOILERMAKER	All	BLD		49.46	53.91	2	2	2	2	6.97	20.41	0	0.4	0
8/15/2018	DuPage	BRICK MASON	All	BLD		45.38	48.38	1.5	1.5	2	2	10.65	17.4	0	0	0
8/15/2018	DuPage	CARPENTER	All	ALL		47.35	49.35	1.5	1.5	1.5	1.5	11.79	20.41	0	0.63	0
8/15/2018	DuPage	CEMENT MASON	All	ALL		45.25	47.25	2	1.5	2	2	11.75	17.03	0	1.1	3.86
8/15/2018	DuPage	CERAMIC TILE FNshER	All	BLD		39.56	39.56	1.5	1.5	2	2	10.75	12.02	0	0.77	0
11/5/2018	DuPage	COMMUNICATION TECH	All	BLD		33.82	36.62	1.5	1.5	2	2	12.35	20.39	1.89	0.68	0
8/15/2018	DuPage	ELECTRIC PWR EQMT OP	All	ALL		42.59	57.95	1.5	1.5	2	2	5.75	13.21	0	0.75	0
8/15/2018	DuPage	ELECTRIC PWR EQMT OP	All	HWY		41.45	56.38	1.5	1.5	2	2	5.5	12.87	0	0.73	
8/15/2018	DuPage	ELECTRIC PWR GRNDMAN	All	ALL		29.3		1.5	2	2	2	5	9.09	0	0.29	0
8/15/2018	DuPage	ELECTRIC PWR GRNDMAN	All	HWY		32	56.38	1.5	1.5	2	2	5.5	9.92	0	0.66	
10/26/2018	DuPage	ELECTRIC PWR LINEMAN	All	ALL		51.06	57.95	1.5	1.5	2	2	5.75	15.85	0	0.9	0
8/15/2018	DuPage	ELECTRIC PWR LINEMAN	All	HWY		49.67	56.38	1.5	1.5	2	2	5.5	15.4	0	0.88	
8/15/2018	DuPage	ELECTRIC PWR TRK DRV	All	ALL		34.03	57.95	1.5	1.5	2	2	5.75	10.55	0	0.6	0
8/15/2018	DuPage	ELECTRIC PWR TRK DRV	All	HWY		33.14	56.38	1.5	1.5	2	2	5.5	10.29	0	0.59	
11/5/2018	DuPage	ELECTRICIAN	All	BLD		40.5	44.5	1.5	1.5	2	2	12.35	23	5.25	0.75	0
8/15/2018	DuPage	ELEVATOR CONSTRUCTOR	All	BLD		54.85	61.71	1.5	2	2	2	15.43	9.71	4.39	0.61	6.9
8/15/2018	DuPage	FENCE ERECTOR	NE	ALL		39.58		1.5	1.5	2	2	13.4	13.9	0	0.4	0
8/15/2018	DuPage	FENCE ERECTOR	W	ALL		45.06		1.5	1.5	1.5	1.5	10.52	20.76	0	0.7	0
8/15/2018	DuPage	GLAZIER	All	BLD		42.45		1.5	2	2	2	14.04	20.14	0	0.94	0
11/5/2018	DuPage	HT/FROStINSULATOR	All	BLD		50.5	53	1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	DuPage	IRON WORKER	E	ALL		48.33	51.83	2	2	2	2	14.15	23.28	0	0.35	0
8/15/2018	DuPage	IRON WORKER	W	ALL		46.61	50.17	2	2	2	2	11.52	6.97	0	0.81	16.02
8/15/2018	DuPage	LABORER	All	ALL		42.72	43.87	1.5	1.5	2	2	13.77	13.7	0	0.72	0
8/15/2018	DuPage	LATHER	All	ALL		47.35	49.35	1.5	1.5	2	2	11.79	20.41	0	0.63	0
8/15/2018	DuPage	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	DuPage	MARBLE FINISHERS	All	ALL		34.65	47.7	1.5	1.5	2	2	10.65	16.46	0	0.49	0
8/15/2018	DuPage	MARBLE MASON	All	BLD		45.43	49.97	1.5	1.5	2	2	10.65	17.39	0	0.61	0
8/15/2018	DuPage	MATERIAL TESTER I	All	ALL		43.05		1.5	1.5	2	2	18.55	9.95	0	1.5	0
10/26/2018	DuPage	MATERIALS TESTER II	All	ALL		37.72	37.72	1.5	1.5	2	2	14.9	12.57	0	0.72	0
8/15/2018	DuPage	MILLWRIGHT	All	ALL		48.35		1.5	1.5	2	2	10	17.03	1.84	1	5
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	1	50.1		2	2	2	2	0	0	0	0	36.45
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	2	48.8		2	2	2	2	0.73	1.28	0	0	34.44
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	3	47.25	55.1	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	4	44.5		2	2	2	2	18.8	14.35	2	1.3	0
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	5	54.85	55.1	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	6	52.1	55.1	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	BLD	7	53.1		J		~						0

o 11 ~ 1"						'+U.L	'1U.L	0	0	0	0 19.65	16.23	0	1.4	0
10/26/2018	DuPage	OPERATING ENGINEER	All	HWY	1	48.3	51.3	1.5	1.5	2	2 15.05	18.1	2	1.3	2

CURRENT PREVAILING WAGE RATES FOR DUPAGE  
COUNTY  
Effective November 5, 2018

8/15/2018	DuPage	OPERATING ENGINEER	All	HWY	2	48.75		1.5	1.5	2	2 19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	HWY	3	46.7		1.5	1.5	2	2 19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	HWY	4	45.3	53.3	1.5	1.5	2	2 19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	HWY	5	44.1		1.5	1.5	2	2 19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	HWY	6	52.3	53.3	1.5	1.5	2	2 19.65	15.1	2	1.4	0
8/15/2018	DuPage	OPERATING ENGINEER	All	HWY	7	50.3		1.5	1.5	2	2 19.65	15.1	2	1.4	0
8/15/2018	DuPage	ORNAMNTL IRON WORKER	E	ALL		48.05	50.55	2	2	2	2 14.09	20.59	0	1.25	0
8/15/2018	DuPage	ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	2 10.52	20.76	0	0.7	
8/15/2018	DuPage	PAINTER	All	ALL		45.28		1.5	1.5	1.5	1.5 10.55	8.2	0	1.35	0
8/15/2018	DuPage	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.5	2	2 2.6	3.25	0	0	0
8/15/2018	DuPage	PILEDRIWER	All	ALL		47.35	49.35	1.5	1.5	2	2 11.79	20.41	0	0.63	0
8/15/2018	DuPage	PIPEFINER	All	BLD		48.5	51.5	1.5	1.5	2	1.5 10.05	18.94	0	2.54	0
11/5/2018	DuPage	PLASTERER	ALL	BLD		43.25	45.85	1.5	1.5	2	2 14.25	16.69	0	1.45	0
10/26/2018	DuPage	PLUMBER	All	BLD		50.25	53.25	1.5	1.5	2	2 14.34	14.42	0	1.31	0
8/15/2018	DuPage	ROOFER	All	BLD		43.65	47.65	1.5	1.5	2	2 9.73	12.44	0	0.53	0
8/15/2018	DuPage	SHEETMETAL WORKER	All	BLD		46.77	49.11	1.5	1.5	2	2 10.75	15.55	0	1.03	0
8/15/2018	DuPage	SPRINKLER FINER	All	BLD		48.1	50.6	1.5	1.5	2	2 13.35	15.5	0	1.28	0
8/15/2018	DuPage	STEEL ERECTOR	E	ALL		42.07		2	2	2	2 13.45	19.59	0	0.35	0
8/15/2018	DuPage	STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	2 10.52	20.76	0	0.7	
8/15/2018	DuPage	STONE MASON	All	BLD		46.19	50.81	1.5	1.5	2	2 10.65	17.92	0	0.92	0
8/15/2018	DuPage	TERRAZZO FINISHER	All	BLD		41.54	44.54	1.5	1.5	2	2 10.75	14.38	0	0.4	0
8/15/2018	DuPage	TERRAZZO MASON	All	BLD		45.38	48.88	1.5	1.5	2	2 10.75	15.89	0	0.4	0
8/15/2018	DuPage	TILE MASON	All	BLD		46.49	50.49	1.5	1.5	2	2 10.75	14.99	0	0.9	0
8/15/2018	DuPage	TRAFFIC SAFETY WRKR	All	HWY		36	37.6	1.5	1.5	2	1.5 7.05	8	1.7	1.2	0
8/15/2018	DuPage	TRUCK DRIVER	All	ALL	1	36.3		1.5	1.5	2	2 8.6	10.61	1	0.15	0
8/15/2018	DuPage	TRUCK DRIVER	All	ALL	2	36.45		1.5	1.5	2	2 8.1	9.76	0	0.15	0
8/15/2018	DuPage	TRUCK DRIVER	All	ALL	3	36.9		1.5	1.5	2	2 9.68	13.25	0	0.15	0
8/15/2018	DuPage	TRUCK DRIVER	All	ALL	4	38.16		1.5	1.5	2	2 8.9	11.16	0	0.5	0
10/26/2018	DuPage	TUCKPONTER	All	BLD		46	48	1.5	1.5	2	2 8.34	16.81	0	0.93	0