

RESOLUTION 24-25-05

**A RESOLUTION APPROVING OF THE ANNE FOX PARK PLAYGROUND
RENOVATION AGREEMENT BETWEEN THE HANOVER PARK PARK
DISTRICT AND INNOVATION LANDSCAPE, INC.**

BE IT RESOLVED by the Board of Park Commissioners of the Hanover Park Park District, Cook and DuPage Counties, Illinois, as follows:

SECTION ONE: That the Bid for the Anne Fox Park Playground Renovation Project is hereby awarded to Innovation Landscape, Inc., the lowest responsible and responsive bidder meeting specifications, for the Contract Sum of \$525,874.37.

SECTION TWO: That the Anne Fox Park Playground Renovation Agreement between the Hanover Park Park District and Innovation Landscape, Inc. dated May 20, 2024 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION THREE: The President and Secretary of the Hanover Park Park District are authorized to sign and attest, respectively, the Agreement on behalf of the Park District.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE: *Elkins, Aquilar*
AYES: *5*
NAYS: *0*
ABSENT: *0*

PASSED: ~~May 20, 2024~~ *may 13 2024*
APPROVED: ~~May 20, 2024~~ *may 13 2024*



President

ATTEST:


Assistant Secretary

CERTIFICATION

I, the undersigned, do hereby certify that I am the Assistant Secretary of Hanover Park Park District, Cook and DuPage Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 24-25-08, enacted on May 20, 2024, and approved on May 20, 2024, as the same appears from the official records of the Hanover Park Park District.



Assistant Secretary

ANNE FOX PARK PLAYGROUND RENOVATION AGREEMENT

This Anne Fox Playground Renovation Agreement (the "Agreement") is entered as of this 20th day of May, 2024, between Hanover Park Park District, an Illinois park district located in Cook and DuPage Counties, Illinois, (the "Park District" or "Owner") and Innovation Landscape, Inc. (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" or "Work" shall mean the Hanover Park Park District Anne Fox Park Playground Renovation, including, but not limited to, removal and disposal of existing grading, site work, installation of underdrain system, concrete curbs, sidewalks, pathways, installation of playground equipment (furnished by owner)restoration work, landscaping, and all ancillary work, including, but not limited to, the base bid work and alternate work if selected by the Owner, all to be performed, installed and constructed by the Contractor that is the successful bidder awarded the Contract for the Project Work in strict accordance with the Specifications and the Plans, and shall timely execute the Agreement and timely submit the required performance bond, and labor and material payment bond, and insurance specified herein, in strict compliance with the below defined Contract Documents.
 - B. "Project Site" or "Site") shall mean Anne Fox Park, 1035 Parkview Dr., Hanover Park, Illinois.
 - C. "Contract Documents" shall mean each of the following described documents each of which is set forth in the Project Manual for the Anne Fox Park Playground Renovation dated April 19, 2024, prepared by Upland Design, Ltd. (Project #1240):
 - i. the General Conditions,
 - ii. Instructions to Bidders,
 - iii. the Specifications (Sections 01 1300 through 33-4616 inclusive),
 - iv. Drawings consisting of 12 separate sheets with drawings entitled "Anne Fox Park Playground Renovation"),
 - v. All documents set forth in the Project Manual prepared by Upland Design, Ltd. dated April 19, 2024 entitled "**Anne Fox Park Playground Renovation**" (the "Project Manual") which is expressly incorporated herein by reference,

- vi. Contractor's Bid Proposal, for Anne Fox Elementary Playground Renovation dated May 2, 2024, including the following Bidder certifications:
 - (a) Contractor Compliance Attachment.
 - (b) Certification That Bidder is Not Barred From Public Contracting Due to Bid Rigging or Bid Rotating.
 - (c) Certification of Bidder Regarding Equal Employment Opportunity Instructions.
 - (d) Certification That Bidder has Adopted and Maintains a Written Sexual Harassment Policy.
 - (e) State of Illinois Drug Free Workplace Certification.
 - (f) Tax Compliance Affidavit.
 - (g) Affidavit of Experience/Minimum Qualification Documentation
- vii. attached Addenda #1 issued prior to receipt of bids [strike if none].
- viii. this Anne Fox Park Playground Renovation Agreement.
- ix. the Performance Bond and the Labor and Material Payment Bond, each in an amount equal to 110% of the Contract Sum due within ten (10) days of Notice of Award ($\$525,847.37 \times 110\% = \$578,432.11$).

D. "Landscape Architect" or "Architect" shall mean Upland Design, Ltd., 24042 Lockport Street, Suite 200, Plainfield, Illinois 60544, phone 815-254-0091.

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the Contract Documents on or before August 15, 2024. Time is of the essence of this Agreement.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$525,874.37, consisting of the Base Bid in the amount of \$356,668.30, and Alternate 1 for poured in place surfacing in the amount of \$169,026.07 selected by the Owner (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, as built drawings, testing, removal and disposal of construction debris, warranties, payment of Prevailing

Wages, premiums for Performance and Payment Bonds, fees, expenses, costs, profits and overhead required 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 Landscape Architect, 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 and/or the Landscape Architect may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until the Landscape Architect determines 50% of the Project Work has been completed, after which the retainage shall be reduced to 5%, until final acceptance has been made by the Park District. Payments shall be further reduced by such additional amounts as Landscape Architect and/or 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 from Contractor, Contractor's subcontractors, and major material suppliers (over \$10,000) will not be accepted. Trailing waivers from minor material suppliers (owed less than \$10,000) from the immediately preceding payment request will be accepted provided there is a sufficient balance to complete as determined by the Owner in its sole discretion.**

(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 and/or Landscape Architect relative to said payment and/or as otherwise required under the Contractor Documents.

(vi) proof that Certified Payrolls (defined below) have been filed with the Illinois Department of Labor ("IDOL") by the Contractor and its subcontractor(s) for the applicable pay periods.

- 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 to substantiate the Contractor's right to payment as the Park District and/or the Landscape Architect may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Park District. Payments shall be further reduced by such additional amounts as Landscape Architect and/or Park District determines for non-conforming work and unsettled claims.
 - ii. General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; proof of filing of Certified Payrolls with the Illinois Department of labor (the "IDOL") from Contractor and all subcontractors that furnished labor in connection with the Project as required in Subsection G; and such other documentation required under the Contract Documents and/or required by Owner and/or Landscape Architect (collectively, "Final Payment Request Documentation").
 - iii. Contractor shall perform testing and demonstrations, and submit all reports, certifications and documentation, and manufacturer's warranties required under the Contract Documents, the cost of which is included in the Contract Sum.
 - iv. Following receipt of the Final Payment Request Documentation and all certifications, testing, reports, guaranties, as-built drawings, warranties and all documents and submittals required under the Contract Documents, and following the Park District and Landscape Architect's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Park District shall tender payment to the Contractor of the balance of the Contract Sum, subject to the terms and conditions herein.
- E. It shall be a condition precedent to any payment required by the Park District hereunder (whether a progress payment or a final payment), that the Park District and the Landscape Architect have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions herein. The Park District shall deduct from the

final payment hereunder, amounts as determined for incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any required Restoration Work, and for any unsettled claims, and further subject to the conditions herein.

- F. Payments shall be further contingent upon the consent of the surety issuing the Performance Bond and the Labor and Material Payment Bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety or the issuer shall be withheld without any liability to the Park District.
- G. In the event the Contractor, Park District and/or Landscape Architect is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project or third party citation based on an unsatisfied judgement against the Contractor, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim, or in the case of a third party citation, a turn over order is entered. In the event a lawsuit is in fact filed within the statutory period, the Park District, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and/or 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 a turn over order is entered, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s), letter of credit or cash bond as are acceptable to the Park District. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, or the judgement creditor fails to file a petition for a turn over order within sixty (60) days after service of a third party citation upon the Owner, the Contractor shall, nevertheless, 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, letter of credit or cash bond in form and amount approved by the Park District issued by a surety company or issuer acceptable to the Park District.
- H. It shall also be a condition precedent to any payment hereunder that Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) or utilizing IDOL's portal (the "Certified Payrolls"). The Park District will not process or release any payments prior to receiving proof that all Certified Payrolls have been filed with the IDOL relative to each applicable pay application. Owner reserves the right to request copies of all certified payroll filed with the IDOL by the Contractor and all subcontractors for the applicable pay period(s).
- 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.

4. Intentionally Omitted.

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

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

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Hanover Park Park District, and its officials, officers, employees, and volunteers, (collectively, the "Park District Indemnified Parties"); and Schaumburg Township Elementary School District 54, and its individual Board members, administrators, employees, volunteers and agents (collectively, the "School District Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, citations to discover assets, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, including without limitation the Project Work, the Repair Work, the Punch List Work, and/or the Warranty Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents") except to the extent caused by the active negligence, sole negligence or willful misconduct of the Park District. In the event of any such suit, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, including, without limitation, fees attributable to an interpleader action filed by the Owner in good faith, and if any judgment shall be rendered against the Indemnified Parties, or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility

to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

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

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

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

11. Insurance. Contractor shall procure and maintain for the duration of the Agreement, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Project Work hereunder by the Contractor, its agents, representatives, employees, subcontractors, and material suppliers, or any of them.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with

limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If Contractor maintains said types and breadth of CGL coverage but with limits of only \$2,000,000 per occurrence and if a general aggregate limit applies, either the general aggregate shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto Code 1, with limits no less than **\$1,000,000** per accident for bodily injury and property damage, or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 7)..
3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Park District and School District 54 require 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 and to School District 54.

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; and School District 54, and its individual Board members, administrators, employees, volunteers and agents, 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 ("HPPD") and HPPD's officers, officials, employees, and volunteers; and Schaumburg Township Elementary School District 54 ("School District 54"), and School District 54's individual Board members, administrators, volunteers and agents; and Upland Design, Ltd. and its directors, shareholders, employees, and subconsultants (collectively, the "Additional Insureds") are to be covered as additional insureds on the CGL policy**

with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).

2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Park District, its officers, officials, employees, and volunteers; and as respects School District 54 and its individual Board members, administrators, employees, volunteers and agents. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, or volunteers or by School District 54, its individual Board members, administrators, employees, volunteers and agents, shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Park District.

D. Claims Made Policies

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

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

E. Acceptability of Insurers

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

F. Waiver of Subrogation

Contractor hereby grants to the Hanover Park Park District and to School District 54 a waiver of its 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 and to School District 54 for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage

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

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

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

I. Insurance Requirements Cannot be Waived by Park District.

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

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

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

J. Liability of Contractor is not Limited by Purchase of Insurance.

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

K. Notice of Personal Injury or Property Damage.

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

L. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except the amount of CGL insurance shall be as specified in the subcontract between the Contractor and each of its subcontractors, but in any event shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate insurance coverage, and Contractor shall ensure that the Park District and School District 54 are named an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

12. Performance Bond, 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 A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract documents, completion of the Work, and the payment of all labor and materials furnished for the Project Work, Repair Work, Restoration Work, and/or Warranty Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds are included in the Contract Sum set forth in paragraph 3.

13. Illinois Prevailing Wage Act

- A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, Restoration Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.
- B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). Copies of the 4/15/2024 prevailing wage rates for Cook County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:
<http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Warranty.

- A. Contractor shall assign all manufacturers' warranties for the Project Work to the Park District. Notwithstanding such assignments, Contractor expressly warrants to the Park District that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Park District for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by the Park District, and two (2) years after said acceptance for all concrete work and materials to cover structural failures as well as surface erosion due to spalling caused by

frost popping soft aggregate within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting industry standards shall be removed and replaced at no charge to the Owner. These warranties are in addition to, and not in lieu of, the other warranties set forth in the Project Manual and/or Drawings. Work performed under these warranties and/or those set forth in the Project Manual, and/or the Drawings are hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from the Park District demanding the Warranty Work, weather permitting (the "Warranty Completion Date").

- B. If the 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, and to the recovery of its reasonable attorney's fees, subject to the limitations set forth in paragraph 20.

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

If to Contractor:

Innovation Landscape, Inc.
1481 Plainfield Road
Oswego, IL, 60543
Attn: Nataly Diaz, President
Email: nataly@innovationlandscapeinc.com
Phone: 815-557-0473
Fax: 815-327-3689

If to Landscape Architect:

Upland Design, Ltd.
24042 Lockport Street, Suite 200
Plainfield, IL, 60544
Attn: Liz Dafoe
Email: ldafoe@uplanddesign.com
Phone: 815-350-4088 x 301

If to the Park District:
Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois, 60133
Attention: Steve Bessette, Interim Executive Director/Supt. of Parks and Recreation
Email: s.bessette@hpparks.org
Phone: 630-837-2468
Fax: 630-837-9720

With a copy to:
Andrew S. Paine
Tressler, LLP
223 south Wacker Drive, 61st Floor
Chicago, IL, 60606
Email: apaine@tresslerllp.com
Phone: 312-627-4154
Fax: 312-627-1717

Either party hereto may change the place of notice to it by sending written notice to the other party, and to substitute who or what entity must be furnished a copy.

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. Punch List Work. Punch List Work shall mean the work created at Project Closeout Section 01 7700 Section 3.0 entitled "Punch List".

19. Restoration Work. Restoration Work shall mean the Lawn Seeding work described in Section 32 9219.

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

21. Hazardous Substances and Material Safety Data Sheets.

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

violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

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

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

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

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

23. Change Orders.

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Project Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Architect. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Park District Board of Park Commissioners ("Park Board") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Project Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Park District Director or Park Board.
- B. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:
- i. Ten percent (10%) of Project Work by the Contractor not involving subcontractors.
 - ii. Five percent (5%) for Project Work by subcontractors.
 - iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
 - iv. For additional Project Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).

24. Relationship of the Parties.

- A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Park District or of School District 54, and therefore is not entitled to any benefits provided to employees of the Park District or School District 54. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Park District or for or on behalf of School District 54 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 or School District 54. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Park District and/or of School District 54, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

- B. Contractor shall at all times have sole control over the manner, means and methods of performing the services and Project Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Park District nor Landscape Architect 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 damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Landscape Architect shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

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

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

27. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or any of its officials, officers, employees, volunteers and/or agents, and/or School District 54 and/or its individual Board members, administrators, employees, volunteers or agents, as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

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

- A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be

ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

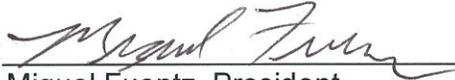
33. Miscellaneous

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by the Park District and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein

when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.
- K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Hanover Park Park District

By: 
Miguel Fuentz, President

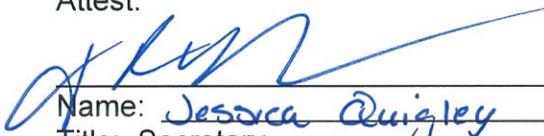
Attest:


Assistant Secretary

Contractor: Innovation Landscape, Inc.

By: 
Nataly Diaz, President

Attest:


Name: Jessica Quigley
Title: Secretary

Bid Proposal for:
1240 Anne Fox Park
Playground Renovation

Contractor: Innovation
Landscape INC

TO: Hanover Park Park District
Anne Fox Park Playground Renovation
1919 Walnut Ave
Hanover Park, Illinois 60133

Project # 1240

The undersigned bidder has carefully examined the plans and specifications for Anne Fox Park Playground Renovations, in Hanover Park, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet

LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard

LS = Lump Sum

FF = Finished Face

BASE BID *Addendum #1 received 4/30/2024*

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$79,500	\$79,500.00
2	Silt Fence	894	LF	\$6.00	\$5,364.00
3	Tree Protection Fence	365	LF	\$4.00	\$1,460.00
4	Construction Entrance	1	EA	\$2,600	\$2,600.00
5	Concrete Washout	1	EA	\$1,650	\$1,650.00
6	As Builts Survey	1	EA	\$12,500	\$12,500.00
7	Asphalt Paving - Trail	234	SY	\$64.20	\$15,022.80
8	Concrete Paving	1378	SF	\$13.00	\$17,914.00
9	Curb at Playground - EWF	439	LF	\$40.00	\$17,560.00
10	Sloped Playground Entry	215	SF	\$15.00	\$3,225.00
11	Integral Curb at Walk	47	LF	\$40.00	\$1,880.00
12	Engineered Wood Fiber Surfacing	6238	SF	\$2.20	\$13,723.60
13	Meditation Labyrinth - Concrete Paving and Paver Accent Band	255	SF	\$65.00	\$16,575.00
Play Equipment and Shelter shall be purchased by Owner, Contractor shall take delivery and fully install.					
14	5-12 Play Structure	1	LS	\$39,600	\$39,600.00

Bid Proposal for:
1240 Anne Fox Park
Playground Renovation

Contractor: Innovation
Landscape INC

15	Zoom Twist	1	EA	\$ 2,500	\$ 2,500.00
16	Swings	1	LS	\$ 2,500	\$ 2,500.00
17	Quiet Grove	1	EA	\$ 1,500	\$ 1,500.00
18	Panel Reach Simon Says	1	EA	\$ 1,000	\$ 1,000.00
19	Spinorium	1	EA	\$ 2,500	\$ 2,500.00
20	Panel Reach Scrambled Scales	1	EA	\$ 1,000	\$ 1,000.00
21	Gear Panel	1	EA	\$ 1,000	\$ 1,000.00
22	Picnic Shelter	1	LS	\$ 24,899.00	\$ 24,899.00
End of Items Purchased by Owner					
Site Furniture shall be purchased by Contractor, Contractor shall take delivery and fully install.					
23	Bench - Surface mount	2	EA	\$ 2,062.20	\$ 4,124.40
24	Bench - Embedded	3	EA	\$ 2,230.00	\$ 6,690.00
25	Picnic Table	2	EA	\$ 4,700	\$ 9,400.00
26	Picnic Table - ADA	3	EA	\$ 5,025	\$ 15,075.00
27	Large Concrete Stone Bench	2	EA	\$ 1,568	\$ 3,136.00
28	Small Concrete Stone Bench	3	EA	\$ 1,332.80	\$ 3,998.40
29	Game Table - 3 Seats	1	EA	\$ 2,542.50	\$ 2,542.50
30	4" Perf SDR26 Underdrainage	299	LF	\$ 38.00	\$ 11,362.00
31	4" Solid SDR26 Underdrainage	7	LF	\$ 38.00	\$ 266.00
32	6" Perf SDR26 Playground Underdrainage	73	LF	\$ 55.00	\$ 4,015.00
33	6" Solid SDR26 Playground Underdrainage	41	LF	\$ 55.00	\$ 2,255.00
34	Drain Cleanout - Lawn	2	EA	\$ 450.00	\$ 900.00
35	Miter Drain	1	EA	\$ 850.00	\$ 850.00
36	Ornamental Tree	6	EA	\$ 650.00	\$ 3,900.00
37	Shade Tree	2	EA	\$ 600.00	\$ 1,200.00
38	Deciduous Shrub	13	EA	\$ 120.00	\$ 1,560.00
39	Perennials	102	EA	\$ 38.00	\$ 3,876.00
40	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$ 16,044	\$ 16,044.00

Base Bid Total \$ 356,668.30

Base Bid in Writing:

Bid Proposal for:
1240 Anne Fox Park
Playground Renovation

Contractor: Innovation Landscape ZNC

ADD ALTERNATE #1: Poured in Place Surfacing

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	Poured-in-Place Surfacing - Gravel Base	6238	SF	\$ 28.54	\$ 178,057.47
Add A1-2	Curb at Playground - Poured in Place	472	LF	\$ 40.00	\$ 18,880.00
Deduct A1-3	Concrete Sloped Entry - Flared	213	SF	\$ 11.00	(2,343.00)
Deduct A1-4	Engineered Wood Fiber Surfacing	6238	SF	\$ 1.80	(11,228.40)
Deduct A1-5	Curb at Playground - Engineered Wood Fiber	439	LF	\$ 30.00	(13,170.00)
Deduct A1-6	Integral Curb at Walk	33	LF	\$ 30.00	(990.00)

Alternate Bid Total \$ 116,920.07

Alternate Bid in Writing: one hundred sixty nine thousand two hundred and six 07/100

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: Innovation Landscape Inc
 CONTACT: Nataly Diaz SIGNATURE: [Signature]
 PHONE: 815-557-0473 FAX: 815-327-3689
 ADDRESS: 1481 Plainfield Rd, Oswego IL 60543

List Surety Company Which Contractor will be using for Performance and Payment Bonds: Auto owners

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

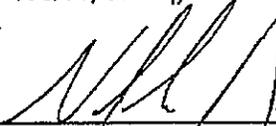
- A.) The contractor shall abide by and comply with all applicable local and state laws relating to:
 - 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
 - 2.) Any and all applicable workmen's compensation laws
 - 3.) Wages and claims of laborers, mechanics and other workmen, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

C.)The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) the illegality of sexual harassment; (II)the definition of sexual harassment under State law; (III)a description of sexual harassment utilizing examples; (IV) the Contractor's internal complaint process including penalties; (V) the legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (VI) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.)The Contractor certifies that it shall follow the Illinois Prevailing Wages Act (820 ILCS 130/01, et seq) Contractor shall comply at all times with the provisions of the Act.



Contractor Signature

5/2/2024
Date

Innovation Landscape znc
Contractor Name

**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: May 2nd, 2024

Innovation Landscape ZNC
(Print Name of Bidder/Company)

[Signature]
(Signature of Authorized Officer)

Nataly Diaz
(Printed Name of Signatory)

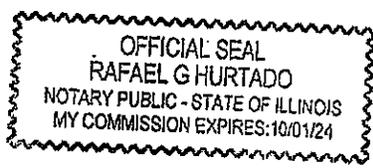
[Signature]
President
(Title of signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF Kendall)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Nataly Diaz 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 Innovation Landscape ZNC (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Innovation Landscape ZNC (Company).

Dated: May 2nd, 2024

[Signature]
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: Innovation Landscape INC

Address: 1481 Plainfield Rd
Oswego IL 60543

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. Yes No

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

Natalya Diaz president
Name and Title of Signer (Please Type)

[Signature] 5/2/2024
Signature Date

**CERTIFICATION THAT BIDDER HAS ADOPTED AND MAINTAINS A
WRITTEN SEXUAL HARASSMENT POLICY**

The undersigned hereby certifies that Innovation Landscape ZNC (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.

Innovation Landscape ZNC
(Print Name of Bidder/Company)

[Signature]
(Signature of Authorized Officer)

Nataly Diaz
(Printed Name of Signatory)

President
(Title of Signatory)

STATE OF ILLINOIS)
COUNTY OF Kendall) SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Nataly Diaz 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 Innovation Landscape ZNC (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Innovation Landscape ZNC (Company).

Dated: May 2nd, 2024

[Signature]
Notary Public



Innovation Landscape, Inc.

SEXUAL HARASSMENT POLICY

The company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this company must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

Innovation Landscape, Inc.
SEXUAL HARASSMENT POLICY

DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is a case where a qualified individual is denied employment opportunities and benefits after rejecting the supervisor's sexual advances or request(s) for sexual favors or the individual is terminated. Another example is when an individual is subjected to unwelcome sexual conduct by co-workers because of his or her gender which makes it difficult for the employee to perform his or her job.

Other conduct, which may constitute sexual harassment, includes:

- **Verbal:** Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- **Non-Verbal:** Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- **Visual:** Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- **Physical:** Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- **Textual/Electronic:** "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws

when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her work station filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

For this reason, every manager, supervisor and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. And while use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution.

Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that

supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct which he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees, or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important; both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer-owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by case basis and remind employees of the company's code of conduct and ethics rules if applicable.

PROCEDURES FOR FILING A COMPLAINT

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, her/his supervisor and company contact:

It is not necessary for sexual harassment to be directed at the person making a complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

No one making a complaint will be retaliated against even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Proper responses to conduct which is believed to be sexual harassment may include the following:

Electronic/Direct Communication. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

Contact with Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or

Nataly Perez, President, Ph: 815-557-0473

If the harasser is the immediate supervisor, the problem should be reported to the next level of supervision or

Nataly Perez, President

Formal Written Complaint. An employee may also report incidents of sexual harassment directly to

Nataly Perez, President

will counsel the reporting employee and be available to assist with filing a formal complaint. The company will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

Resolution Outside Company. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR

complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

ADMINISTRATIVE CONTACTS

- Illinois Department of Human Rights (IDHR)
Chicago: 312-814-6200 or 800-662-3942
Chicago TTY: 866-740-3953
Springfield: 217-785-5100
Springfield TTY: 866-740-3953
Marion: 618-993-7463
Marion TTY: 866-740-3953
- Illinois Human Rights Commission (IHRC)
Chicago: 312-814-6269
Chicago TTY: 312-814-4760
Springfield: 217-785-4350
Springfield TTY: 217-557-1500
- United States Equal Employment Opportunity Commission (EEOC)
Chicago: 800-669-4000
Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

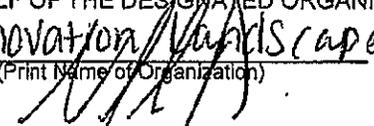
This certification is required by the Drug Free Workplace Act (30 ILCS 580/1). The Drug Free Workplace Act. Effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services 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.

Innovation Vandscape INC
(Print Name of Organization)


(Signature of Authorized Representative)

Nataly Diaz
(Printed Name Name and Title)

5/2/2024
(Date)

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of Innovation Landscape INC (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

[Signature]

Signature

STATE OF ILLINOIS)
COUNTY OF Kendall) SS:

I, the undersigned, a notary public in and for the State and Country aforesaid, hereby certify that Nataly Diaz 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 Innovation Landscape INC (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Innovation Landscape INC (Company).

Dated: MAY 2nd, 2024

[Signature]
Notary Public



AFFIDAVIT OF EXPERIENCE/MINIMUM QUALIFICATION DOCUMENTATION

(This Affidavit must be executed)

STATE OF Illinois }
COUNTY OF Kendall } SS:

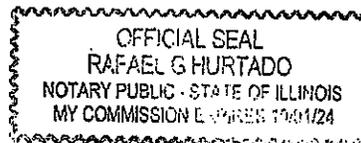
Nataly Diaz, being duly sworn, says that he/she is
President of Innovation Landscape INC
(sole owner, partner, corporate officer or manager) (individual, firm, corporate name)

and states that attached hereto is an accurate list of at least four (4) park improvement, park renovation, or other construction projects that are similar or greater in size, scope, cost and complexity to the Project Work that the Bidder has completed in the last three (3) years, at least one (1) of which was performed for a park district, school district or another unit of local government, and that the information included on the attached separate sheets listing least four (4) such projects by name, owner, architect, landscape architect, or engineer contact, phone number, contract sum and date of completion is true and accurate.

[Signature]
Affiant

Subscribed & Sworn to before me
this 2nd day of MAY, 2024

[Signature]
Notary Public



<u>Project Name</u>	<u>Owner</u>	<u>Architect/Contract</u>	<u>Phone</u>	<u>Contract Amount</u>	<u>Completion Date</u>	<u>Percentage of Work Performed by Own Forces</u>
		<i>See Attachments</i>				



Landscape Design - Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist - Retaining Walls

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving,
concrete curb, asphalt paving, artificial turf,
poured-in-place surfacing, engineered wood fiber surfacing, playground, chain link fencing,
clay infield mix, drainage, landscaping, and restoration.

➤ PROJECT NAME: Walter Park- In progress

PROJECT CONTRACT: \$799,160.12

OWNER'S NAME: Carol Stream Park District- 849 W. Lies Road, Carol Stream IL 60188

CONTACT PERSON: Shane Hamilton- Director of Parks & Facilities

PHONE: 847-774-0380

EMAIL: shaneh@csparks.org

PROJECT ARCHITECT: Daniel Wilson- Wight & Company

EMAIL: dwilson@wightco.com

PHONE: 304-644-7144

Scope of work includes site clearing, earthwork operations, asphalt paving, concrete curbs, walks
and paving,
site furnishings, playfield equipment, planting, and restoration work.

➤ PROJECT NAME: Montgomery Park Improvements- Punch List Stage

PROJECT CONTRACT: \$445,903.12

OWNER'S NAME: Village of Montgomery- 200 N River Street, Montgomery IL 60538

CONTACT PERSON: Mark Wolf- Director of Public Works

PHONE: 331-212-9043

EMAIL: mwolf@montgomervil.org

Scope of work includes but not limited to demolition, removals, excavation, concrete paving, stone masonry,
brick pavers, plaza, shade installation, hardscape and landscaping.

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

➤ **PROJECT NAME: Centennial Park Renovation - Punch List Stage**

PROJECT CONTRACT: \$803,492.00

OWNER'S NAME: Oak Lawn Park District – 9400 S. Kenton Ave, Oak Lawn, IL 60453

CONTACT PERSON: Ryan Gory- Superintendent of Parks & Planning

PHONE: 708-857-2201

EMAIL: rgory@olparks.com

PROJECT ARCHITECT: Liz Dafoe- Upland Design LTD

EMAIL: lidafoe@uplandDesign.com

PHONE: 815-350-4088 x 301

Scope of work includes but not limited to demolition, removals, excavation, concrete paving, Chain Link fencing, netting system, site furnishing and landscaping.

2023 Project References

➤ **PROJECT NAME: Barrie Park Renovations (PUNCH LIST STAGE- to be completed in spring 2024 weather permitting**

➤ PROJECT CONTRACT: \$983,925.25

OWNER'S NAME: Park District of Oak Park

CONTACT PERSON: Chris Lindgren

PHONE: 708-725-2050

EMAIL: Chris.Lindgren@pdop.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground renovation, decorative stone, native seeding, landscaping etc.

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design - Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist - Retaining Walls

➤ **PROJECT NAME: APPLE ORCHARD COMMUNITY PARK RENOVATIONS (IN PROGRESS)**

➤ PROJECT CONTRACT: \$912,935.90

OWNER'S NAME: Bartlett Park District

CONTACT PERSON: Kelly O'Brien

PHONE: 630-540-4805

EMAIL: KOBrien@bartlettparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, asphalt paving, landscaping, skate park installation, landscaping etc.

➤ **PROJECT NAME: IPSD- May watts, Owen & Springbrook Elementary Playground Renovations**

➤ PROJECT CONTRACT: \$309,015.30

OWNER'S NAME: Indian Prairie School District

CONTACT PERSON: Ken Schwolow

PHONE: 630-375-3048

EMAIL: kenneth_schwolow@ipsd.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, landscaping. Etc.

➤ **PROJECT NAME: 228-230 Madison Parking Lot Construction Project**

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

➤ PROJECT CONTRACT: \$485,700.00

OWNER'S NAME: Park District of Oak Park

CONTACT PERSON: Chris Lindgren

PHONE: 708-725-2050

EMAIL: Chris.Lindgren@pdop.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, brick paver installations, screen wall, parking lot improvements, landscaping etc.

➤ PROJECT NAME: Evergreen Sidewalk Replacement Project

➤ PROJECT CONTRACT: \$66,870.00

OWNER'S NAME: Carol Stream Park District

CONTACT PERSON: Shane

PHONE: 847-774-0380

EMAIL: shaneh@csparks.org

Architect: Steve Ravanese

PHONE: 630-726-7119

EMAIL: smr.impresa@gmail.com

Scope of work includes but not limited to demolition, removals, excavation, concrete paving, landscaping. Etc.

➤ PROJECT NAME: 2023 Playground Renovations – ERICKSON & BALSTRODE PARKS

➤ PROJECT CONTRACT: \$131,776.85

OWNER'S NAME: Bolingbrook Park District

CONTACT PERSON: Chris Corbett

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design - Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist - Retaining Walls

PHONE: 630-783-6579

EMAIL: ccorbett@bolingbrookparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, landscaping. Etc

➤ **PROJECT NAME: KERMIT'S KORNER & APPLE ORCHARD WEST PLAYGROUND RENOVATIONS**

➤ PROJECT CONTRACT: \$183,713.18

OWNER'S NAME: Bartlett Park District

CONTACT PERSON: Kelly O'Brien

PHONE: 630-540-4805

EMAIL: KOBrien@bartlettparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, asphalt paving, landscaping. Etc.

2022 Project References

➤ **PROJECT NAME: Devonshire Playground Re-Development & Robert Frost Park Re-Development**

PROJECT CONTRACT: \$610,082.51

OWNER'S NAME: Mt. Prospect Park District

CONTACT PERSON: Matt Dziubinski

PHONE: 847-956-6773 ext. 460

EMAIL: mdziubinski@mppd.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, asphalt paving, Poured in Place surfacing, landscaping. Etc.

➤ **PROJECT NAME: Frontier Sports Complex Pickleball Courts – Color coating to be completed Spring 2023**

PROJECT CONTRACT: \$537,454.43

OWNER'S NAME: Naperville Park District

CONTACT PERSON: Peggy Motta- Project Manager

PHONE: 630-408-0236

EMAIL: pmotta@napervilleparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, shelter installation, asphalt paving courts, pickleball court equipment, landscaping etc.

➤ **PROJECT NAME: Kendall Park Playground Renovation**

➤ **Eagle Park Playground Renovation**

➤ **Pradel Park Playground Renovation**

PROJECT CONTRACT: Kendall Park- \$112,478.00

Eagle Park - \$165,542.30

Pradel Park- \$ 156,469.15

OWNER'S NAME: Naperville Park District

CONTACT PERSON: Jessica Burgorf - Project Manager

PHONE: 630-536-6382

EMAIL: jburgdorf@napervilleparks.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, shelter installation, site furnishing installation, engineered wood fiber, landscaping Etc.,

➤ PROJECT NAME: Memorial Sculpture Garden – Geneva Public Library

PROJECT CONTRACT: \$300,678.10

OWNER'S NAME: Geneva Public Library District

CONTACT PERSON: Christine Lazaris – Library Director

PHONE: 630-232-0780 ext. 302

EMAIL: clazaris@gpld.org

Scope of work includes but not limited to excavation, concrete paving, clay paver installation, concrete steppers, outcropping stones install, electrical, site furnishing installation, landscaping etc.

➤ PROJECT NAME: Playground Renovations at Camelot on Mayfair Park & Newport Park

PROJECT CONTRACT: \$275,674.05

OWNER'S NAME: Bartlett Park District

CONTACT PERSON: Kelly O'Brien – Superintendent of Parks & Planning

PHONE: 630-540-4805

EMAIL: KOBrien@bartlettparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, asphalt paving, Engineered Wood fiber Installation, landscaping. Etc.

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

➤ **PROJECT NAME: Playground Renovations at Lincoln Elementary School & Clifford A. Johnson Elementary School**

PROJECT CONTRACT: \$257,070.10

OWNER'S NAME: Community School District 200

CONTACT PERSON: Brian O'Keeffe – Assistant Superintendent of Business Operations

PHONE: 630-682-2025

EMAIL: brian.okeeffe@cusd200.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, landscape restoration, etc.

➤ **PROJECT NAME: Bradford Park, Community Park & Winston woods playground renovations**

PROJECT CONTRACT: \$174,355.80

OWNER'S NAME: Bolingbrook Park District

CONTACT PERSON: Christopher Corbett- Superintendent of Projects and Planning

PHONE: 630-783-6579

EMAIL: ccorbett@bolingbrookparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, landscape restoration, etc.

2021 Project References

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

➤ **PROJECT NAME: SOLG- Shrine of Our Lady of Guadalupe Entrance Renovation**

PROJECT CONTRACT: \$1,499,764.04

OWNER'S NAME: The Catholic Bishop of Chicago

835 N. Rush Street, Chicago, IL 60611

PARSH NAME: Shrine of Our Lady Guadalupe #6801

1100 N. River Road, Des Plaines, IL 60016

CONTACT PERSON: Very Rev. Esequiel Sanchez, Pastor

PHONE: 847-294-1806

EMAIL: esanchez@santuarioguadalupe.com

Scope of work includes but not limited to demolition, removals, excavation, concrete, masonry, stucco, steel roofing, railings, carpentry, hardscape paving, retaining walls and steps, signage and landscaping

➤ **PROJECT NAME: Dellwood Park OSLAD Development 2021**

PROJECT CONTRACT: \$325,058.48

OWNER'S NAME: Lockport Park District

CONTACT PERSON: Bill Riordan- Executive Director

PHONE: 815-838-1183 x 202

EMAIL: brordan@lockportpark.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, EWF surfacing & landscaping

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

ARCHITECT: Upland Design Ltd.

ARCHITECT CONTACT: Maria S. Blood

PHONE: 815-254-0091 X787

EMAIL: mblood@uplanddesign.com

➤ **PROJECT NAME: Gregory B. Bott Park Ballfield Plaza Bid #1066**

PROJECT CONTRACT: \$439,047.79

OWNER'S NAME: Plainfield Park District

CONTACT PERSON: Bob Collins – Project Manager

PHONE: 815-436-8812

EMAIL: collins@plfdparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, shelter installation, site furnishing installation & landscaping

➤ **PROJECT NAME: Brandt Park Development 2021**

PROJECT CONTRACT: \$388,649.28

OWNER'S NAME: Oak Lawn Park District

CONTACT PERSON: Ryan Gory- Superintendent of Parks & Planning

PHONE: 708-857-2201

EMAIL: rgory@olparks.com

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, EWF surfacing, plumbing work, ballfield fencing & landscaping

ARCHITECT: Upland Design Ltd.

ARCHITECT CONTACT: Liz Dafoe

PHONE: 312-350-4088 x301

EMAIL: ldafoe@uplanddesign.com

➤ **PROJECT NAME: Presidents Park Playground & Site Improvements 2021**

PROJECT CONTRACT: \$371,400.67

OWNER'S NAME: Wheaton Park District

CONTACT PERSON: Steve Hinchee – Superintendent of Planning

PHONE: 630-510-4976

EMAIL: shinchee@wheatonparks.org

Scope of work includes but not limited to demolition, removals, excavation, drainage, asphalt paving & paths, playground installation, site furnishing installation, turf surfacing, wetland seed & plugs, ballfield fencing & landscaping

➤ **PROJECT NAME: Brighton Ridge Playground 2021**

PROJECT CONTRACT: \$183,726.00

OWNER'S NAME: Naperville Park District

CONTACT PERSON: Jessica Burgdorf

PHONE: 630-864-3944

EMAIL: jburgdorf@napervilleparks.org

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design - Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist - Retaining Walls

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, shelter installation, & landscaping

➤ PROJECT NAME: Lions Park

PROJECT CONTRACT: \$313,453.00

OWNER'S NAME: Village of South Elgin Parks & Recreation Department

CONTACT PERSON: Kim Wascher – Director Parks & Recreation

PHONE: 847-774-1678

EMAIL: kwascher@southelgin.com

Scope of work includes but not limited to demolition, removals, excavation, drainage, concrete paving, playground installation, site furnishing installation, shelter installation, asphalt paving & paths, artificial turf surfacing, electrical, & landscaping

ARCHITECT: Wight & Company

ARCHITECT CONTACT: Patty King

PHONE: 312-882-2424

EMAIL: pking@wightco.com

2020 Completed Projects

➤ PROJECT NAME: 2020 WHITE OAKS PARK IMPROVEMENTS PHASE II

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

PROJECT CONTRACT: \$639,621.75

OWNER'S NAME: WOOD DALE PARK DISTRICT

CONTACT PERSON: MATT ELLMAN- Executive Director

PHONE: 630-948-0522

EMAIL: mellmann@wdparks.org

ARCHITECT: ALTAMANU, INC

ARCHITECT CONTACT: JANE CHEN 773-528-0168

EMAIL: Jane@altamnu.com

Scope of work: Boardwalk, Playground Installation, Shelter Installation, Drainage, Concrete paving, Site Furnishing Installation, Drainage, Decomposed granite installation, Wetlands, electrical, outcropping installation, & landscaping Etc.

➤ **PROJECT NAME: 2020 CLOCKTOWER PARK EXPANSION**

PROJECT CONTRACT: \$348,672.00

OWNER'S NAME: VILLAGE OF SCHILLER PARK

CONTACT PERSON: JOHN BEALER – Director

PHONE: 847-671-8580

EMAIL: jbealer@villageofschillerpark.com

ARCHITECT: STUDIO PARK AVE LTD

ARCHITECT CONTACT: BEN KUTSCHIED 847-217-5073

EMAIL: ben@Studioparkave.com

Scope of work: Playground Installation, drainage, asphalt parking lot, ornamental fencing, stonework, site amenities, landscaping, site furnishing Etc.

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design – Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist – Retaining Walls

➤ **PROJECT NAME: 2020 DUPAGE RIVER SPORTS COMPLEX FIELD #4
RENOVATION**

PROJECT CONTRACT: \$202,859.19

OWNER'S NAME: NAPERVILLE PARK DISTRICT

CONTACT PERSON: MICHAEL PISZYNSKI- PROJECT MANAGER

PHONE: 630-848-5012

EMAIL: mpiszynski@napervilleparks.org

Scope of work: Concrete paving, chain link fencing, backstop netting system, drainage, Ballfield
Renovation Etc.

➤ **PROJECT NAME: 2020 PARK IMPROVEMENTS- SHADE STRUCTURES &
CONCRETE WORK AT BERENS PARK & SMALLEY POOL**

PROJECT CONTRACT: \$90,152.00

OWNER'S NAME: ELMHURST PARK DISTRICT

CONTACT PERSON: ANGELA M. FERRENTINO- DIRECTOR OF FACILITIES

PHONE: 630-993-8915

EMAIL: aferrentino@epd.org

Scope of work: Shade Structure Installation, Drainage, concrete paving & landscape Improvements
Etc.

➤ **PROJECT NAME: 2020 ADA PARK IMPROVEMENTS- VARIOUS SITES**

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com



Landscape Design - Installation- Commercial Landscaping Maintenance
Brick Pavers- Natural Stone Specialist - Retaining Walls

PROJECT CONTRACT: \$90,152.00

OWNER'S NAME: BOLINGBROOK PARK DISTRICT

CONTACT PERSON: CHRISTOPHER CORBETT- SUPERINTENDENT OF PROJECTS &
PLANNING

PHONE: 630-783-6579

EMAIL: ccorbett@bolingbrookparks.org

Scope of work: ADA Park Improvements, Asphalt paving, traffic control, thermoplastic striping,
Etc.

Mailing Address: P.O Box 505 Plainfield, IL 60544

Office: 815-557-0473

Website: www.innovationlandscapeinc.com

ADDENDUM NUMBER 1

Anne Fox Park Playground Renovation Hanover Park Park District #1240

DATE: April 30, 2024

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – TWO (2) pages plus attachments

The following changes or clarifications for the above referenced bid shall be made part of the bidding documents and a copy of this addendum shall be submitted attached to the Bid Proposal Form.

1. Plans and Specifications Revisions:

A. Reissue Sheet 3.0 Layout Plan

- a. Add critical fall heights for play equipment.

2. Clarifications / Questions:

A. As built survey is to be done by a professional surveyor for permit closeout.

B. The bid form states both the Play Equipment and Picnic Shelter are to be purchased by Owner, installed by Contractor. The Legal Notice in the specs says playground equipment purchased separately by the Park District, but the picnic shelter is to be furnished and installed by the Contractor. Which is correct in regard to the picnic shelter?

- a. The Picnic Shelter will be purchased by the Owner. The contractor is to take delivery and fully install.

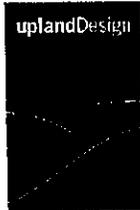
C. The Bid Form has a line for the gravels base of the Poured in Place Alternate #1, which we assume is the CA-7 base per plan detail, but no line for the actual PIP safety surface. Please advise.

- a. Line item A1-1 shall include the poured in place installation including the gravel base. Contractor shall provide all necessary labor, equipment, tools, machinery and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings. This is the same for all bid items.

D. Additionally, the bid form lacks a line item in the Alternate section for the deduct of the CA-6 stone base below the Engineered Wood Fiber Surfacing

- a. See note above. Stone base and all necessary materials and labor should be included in each line item to meet the details and/or specifications.

E. What is to be done to the northern portion of the project after the demolition? The demolition plan shows playground surface removal, but this area is excluded from the rest of the plans. Will it be restored with topsoil?



- a. Topsoil, seed, and blanket all areas disturbed due to construction. This area shall be graded to be flush with surrounding grades as well as to ensure positive drainage.

End of Addendum.

Cook County Prevailing Wage Rates posted on 4/15/2024

Trade Title	Rg	Type	C	Base	Foreman	M-F	Overtime							Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
							Sa	Su	Hol	HW	Pension							
ASEBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00	
ASEBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60		
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00		
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00		
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00		
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00		
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00		
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00		
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00		
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00		
ELECTRIC PWR GRANDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00		
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00		
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00		
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00		
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00		
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00		
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30		
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00		
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00		
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00		
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00		
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00		
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00		
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00		
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00		
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00		

Cook County Prevailing Wage Rates posted on 4/15/2024

SIGN HANGER	All	BLD	35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD	56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL	57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD	50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD	55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
SURVEY WORKER	All	HWY	55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD	46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD	50.85	54.36	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY	40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY	41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD	50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Cook County Prevailing Wage Rates posted on 4/15/2024

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

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial,

Cook County Prevailing Wage Rates posted on 4/15/2024

education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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Excavating (excluding hose work); Laser Screenshot; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps; Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER

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

SURVEY FOREMAN

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

TERRAZZO FINISHER

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

TRAFFIC SAFETY Worker I

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

TRAFFIC SAFETY WORKER II

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

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

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

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

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

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trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

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