



Oak Brook Park District

1450 Forest Gate Road • Oak Brook, IL 60523-2151

Phone: 630-990-4233 • Fax: 630-990-8379 • www.obparks.org

Oak Brook Park District Family Aquatic Center Lap Pool Grates Project Bid Packet

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We strive to provide
the **very best** in
park and recreational
opportunities, facilities and
open lands for our community.
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**INVITATION TO BID
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER
LAP POOL GRATES PROJECT**

The Oak Brook Park District (the “District”) is accepting bids for the Family Aquatic Center Lap Pool Grates Project.

Specifications and Contract Documents may be obtained beginning April 21, 2016, at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District’s website: http://www.obparks.org/general_information/bid.asp

A mandatory pre-bid meeting will be held on Thursday, April 28, 2016 at 11:30 a.m., at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL.

The District reserves the right to accept or reject any and all bids, waive technicalities and select a bid that meets the specifications required by the District.

Bids shall be submitted in a sealed envelope marked "Bid Proposal – Family Aquatic Center Lap Pool Grates Project”.

Proposals must be received on or before 11:30 a.m., Wednesday May 4, 2016, in the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, and will be publicly opened and read aloud at that time.

All bidders must comply with applicable Illinois law requiring the payment of prevailing wages to all laborers, workers and mechanics, as determined by the Illinois Department of Labor. All bidders must comply with the Illinois statutory requirements regarding labor, including equal employment opportunity laws.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

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**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT**

A. BID DOCUMENTS

1. Documents for bidding will be available for examination and will be obtainable from the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523 (the "District"), Monday - Friday, 9:00 a.m. – 5:00 p.m., or by e-mail in PDF format or in PDF format at the District's website:
http://www.obparks.org/general_information/bid.asp
2. **A mandatory pre-bid meeting will be held on Thursday, April 28, 2016 at 11:30 a.m. at the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL.**

B. BID PROPOSAL FORM

1. Each bid shall be made on the "Bid Proposal Form" furnished by the District.
2. All applicable blank spaces on the "Bid Proposal Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the bidder's organization and the name of the official and title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Proposal Form" shall be explained or noted over the signature of the bidder. No bid submitted with deviations or reservations from the full Work called for will be considered.
5. The bids shall be sealed in an envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:
Bid documents for the Family Aquatic Center Lap Pool Grates Project
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
6. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than Wednesday, May 4, 2016, at 11:30 a.m. Oral bids or oral modifications to bids will not be considered.
7. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No bidder may withdraw a bid after opening of the bids.

8. Bids will be publicly opened on the due date.

C. MODIFICATION OF BIDS

Any bidder may modify his bid by written notice (signed by the bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals by telefax will not be permitted.

D. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

All bidders submitting bids for providing the Work shall first examine the Contract Documents referred to in the Bid Proposal Form, visit the site, and fully inform themselves as to all existing conditions and limitations. All bids shall take into consideration such conditions as may affect the Work under the Agreement.

It is understood that omissions from the bid due to the failure of the bidder to fully acquaint itself with conditions at the site and the requirements of the documents will not entitle the bidder to additional compensation if awarded the contract.

E. DISCREPANCIES - ADDENDA

1. Should a bidder find, during the examination of the Contract Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should bidder be in doubt as to their meaning, bidder shall at once bring the questions to the attention of the District for answer and interpretation. The District will review the question and, where information sought is incorrectly shown or not clearly shown in the Specifications, the District may issue an addendum to all bidders in which the interpretation will be made.
2. Any requests shall be made in writing, and will be responded to in writing and issued as an addendum to all bidders.
3. All addenda to bidders are to be incorporated in the bids and will become a part of the Contract Documents. No oral interpretation by the District or its representative will be binding; only instructions in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than two working days prior to the date set for receipt of bids.
4. Each bidder submitting a bid must acknowledge receipt of any and every addendum received.

F. BID SECURITY

1. Each bid should be accompanied by cash, certified check, cashier's check (said checks being made payable to the District) or a satisfactory bid bond, in an amount equal to ten percent (10%) of the amount of bid as a bid guarantee. Upon failure of the bidder to enter into the Agreement that is part of the Contract Documents or to deliver other required documents within ten (10) days after receiving notice of acceptance of the bid by the District and having said Agreement tendered to the bidder by the District, the proceeds of the bid guaranty, in the District's sole discretion, may be retained by the District and applied as partial liquidated damages; provided that the District's retention of the bid guarantee shall not preclude the District from holding the bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the bidder's failure to enter into said Agreement and to deliver the same back to the District within said ten (10) day period.
2. The bid security shall be returned promptly after the District and the successful bidder have executed the Agreement that is part of the Contract Documents, or, if no award has been made within thirty (30) days after the date of opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of acceptance of its bid.

G. QUALIFICATIONS OF BIDDER

1. The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work.
2. The bidders must adhere to the bid criteria as specified.
3. The District reserves the right to require of any bidder such information as stated above and necessary to verify the bidder's qualifications and financial status and to withhold formal signing of the Agreement that is part of the Contract Documents until such information is received.
4. The successful bidder shall also comply with the equal employment opportunity agreement as set forth in the Agreement form that is part of the Contract Documents.

H. SUCCESSFUL BIDDER'S CERTIFICATIONS

1. Each bidder must certify on the attached form that 1) it is not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (Bid rigging or bid rotation); and 2) no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1, and must attach such form to the "Bid Proposal".

2. The successful bidder shall certify on the enclosed form that it provides for a Drug Free Workplace, in accordance with 30 ILCS 580/1, *et seq.*, and attach such form to the "Bid Proposal".
3. The successful bidder shall certify on the enclosed form that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with 820 ILCS 265/1, *et seq.*, and attach such form to the "Bid Proposal".

I. FEDERAL / ILLINOIS STATUTES AND LAWS

The successful bidder will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the Work is to be performed for each craft or type of worker or mechanic needed to execute the Agreement form that is part of the Contract Documents or perform the Work, and the record keeping requirements of the Prevailing Wage Act (820 ILCS 130/0.01). The general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, shall be paid for each craft or type of worker needed to execute such Agreement or to perform the Work.

Wage rates shall be paid in accordance with the wage rate list attached hereto and made part of such Agreement. Should such wage rates be revised by the Illinois Department of Labor, the successful bidder shall pay such revised rates to all laborers, workers and mechanics for each craft or type of worker or mechanic needed to perform the Work under such Agreement. The District shall have no obligation to notify the successful bidder of any such revisions.

The successful bidder shall certify its compliance with the above on the enclosed Prevailing Wage Affidavit, and attach such form to the "Bid Proposal".

The successful bidder shall also comply with the equal employment opportunity agreement as set forth in the Agreement form that is part of the Contract Documents.

J. DISTRICT'S RIGHTS

The District at all times reserves the right to reject any and all bids submitted thereunder, to accept any bid or combination of bids, to accept only parts of bids as it deems appropriate in the best interest of the District, and to waive minor deviations from the Contract Documents.

K. APPROVED EQUALS

Materials, equipment, products and accessories for the base bid shall conform to ALL items specified herein. Bids submitted with "or approved equal" will not be accepted unless the bidder desiring to submit for an "approved equal" has notified the District and

supplied specifications and shop drawings no later than 24 hours prior to the prebid meeting held on Thursday, April 28, 2016 at 11:30 a.m. The District shall make a determination if any and/or all proposed “approved equals” meet the requirements of the work. The District shall then issue an addendum to all registered bidders no later than 48 hours prior to the opening of bids. Bids submitted without pre-qualified “approved equals” will not be considered.

L. PAGES COMPLETED PRIOR TO OR AT THE TIME OF THE EXECUTION OF THE AGREEMENT BETWEEN THE DISTRICT AND THE CONTRACTOR

The successful bidder shall complete and provide to the District, by the time of the execution of the Agreement form that is part of the Contract Documents, the following pages in order for the Agreement to be considered valid by the District: a performance bond, a labor and materials payment bond and a certificate of insurance in compliance with such Agreement, and all certificates and affidavits required in Paragraphs H and I of these Instructions to Bidders.

K. AWARD OF CONTRACT

1. It is the intent of the District to award one general contract for the work described in the Contract Documents, and the anticipated date of award, if any, is Monday, May 16, 2016.
2. The contract will be awarded by the District on a lump sum basis. The District anticipates award of the contract, if at all, no more than thirty (30) days after the opening of bids.
3. Upon acceptance of a bid by the District and notification by the District of such acceptance, the successful bidder agrees to execute and deliver back to the District the Agreement form that is part of the Contract Documents and all other required documents, within ten (10) days after receipt of such notification.
4. The District, at all times, reserves the right to reject any and all bids submitted, or to waive irregularities in the bidding.
5. After award of the contract, and prior to execution by the successful bidder, the Agreement form that is part of the Contract Documents may be revised in accordance with the agreement of the parties and applicable law.

Contractor's Certifications

CERTIFICATE OF COMPLIANCE
720 ILCS 5/33E-1 *et. seq.*, and 65 ILCS 5/11 -42.1-1
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT

_____, the Contractor under a certain Contract dated _____, 2016, with the Oak Brook Park District for the Family Aquatic Center Lap Pool Grates Project, hereby certifies that said Contractor is not barred from bidding on the aforesaid Contract as a result of a violation of any applicable provision of 720 ILCS 5/33E-1, *et seq.* (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO
before me this ____ day _____, 2016.

NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT**

I, _____ (name of signatory), on oath hereby state and certify that _____ (name of Contractor), pursuant to a Contract dated _____, 2016 with the Oak Brook Park District for the Family Aquatic Center Lap Pool Grates Project, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work. _____ (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq*).

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____, 2016

NOTARY PUBLIC

SUBSTANCE ABUSE PREVENTION CERTIFICATE
(820 ILCS 265/1, *et seq.*)
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT

I, _____(name of signatory), on oath hereby states and certifies that _____ (name of Contractor), pursuant to a Contract dated _____, 2016, with the Oak Brook Park District for the Family Aquatic Center Lap Pool Grates Project, has complied and will comply with all laws relating to provision of a written program for prevention of substance abuse among employees and testing of employees for substance abuse, as provided in 820 ILCS 265/1, *et seq.*

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2016

NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE
DRUG FREE WORKPLACE ACT
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT**

_____, the Contractor under a certain Contract dated _____, 2016, with the Oak Brook Park District for the Family Aquatic Center Lap Pool Grates Project, hereby certifies that said Contractor shall, as a condition of the aforesaid Contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the Contractor's workplace or work site;
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 Contract, 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 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The 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 employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.

- D. Notifying the Oak Brook Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) 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 an employee who is so convicted as required by paragraph (H) below.
- 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 throughout implementation of the foregoing.
- H. Employee sanctions and remedies. The Contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1. Take appropriate personnel action against such employee up to and including termination; or
 - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN to
before me this ___ day of _____, 2016

NOTARY PUBLIC

SPECIFICATIONS

District Contact Information

Throughout the contract and specifications, “District” refers to the Oak Brook Park District:

Oak Brook Park District
Attn: Laure Kosey, Executive Director
1450 Forest Gate Road
Oak Brook, IL 60523
630-645-9535
Email: lkosey@obparks.org

Executive Director Laure Kosey has appointed Jessica Gray, Aquatics Manager (630-645-9580), jgray@obparks.org as the representative of the Oak Brook Park District overseeing the completion of the work.

Project Description

The Oak Brook Park District “District” is seeking bid submittals for the provision and installation of replacement pool gutter grates for its lap pool located in the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

The District at all times reserves the right to reject any and all bids submitted thereunder, to accept any bid or combination of bids, to accept only parts of bids as it deems appropriate in the best interest of the District, and to waive minor deviations for the "contract documents".

Commencement and Completion Dates:

The Work for the Contract shall commence upon execution of the Agreement, so that the contractor can be ready to commence demolition of old grates and caulk on August 22, 2016. The Work shall be completed on or before September 2, 2016 unless otherwise extended by agreement of the parties pursuant to the Agreement form that is part of the Contract Documents.

Approved Equals

Materials, equipment, products and accessories for the bid shall conform to ALL items specified herein. Bids submitted with "or approved equal" will not be accepted unless the bidder desiring to submit for an “approved equal” has notified the District and supplied specifications and shop drawings no later than 24 hours prior to the prebid meeting held on Thursday, April 28, 2016 at 11:30 a.m. The District shall make a determination if any and/or all proposed “approved equals” meet the requirements of the work. The District shall then issue an addendum to all registered bidders no later than 48 hours prior to the opening of bids. Bids submitted without pre-qualified “approved equals” will not be considered.

PRODUCT SPECIFICATIONS

1. Grate Specifications:

The District desires to use the Lawson Aquatics Perpendicular PVC Grating with Mitered Corners to match existing grates installed on the indoor leisure pool.

A. Lawson Aquatics ® Perpendicular PVC Grating with mitered corners.

Grate Color: Gray

Edge: Straight Perpendicular

- Grates shall be custom sized to fit the variable width of the lap pool's overflow gutter.
- Stainless steel reinforcement shall be supplied to support angles and corners of the gutter system. Corners shall be mitered by manufacturer.
- Stainless steel anchors as specified by grate manufacturer and as project site requires to establish secure and safe usage by the public and to meet all requirements of the Illinois Department of Public Health, and International, National, and Local Building Codes.
- Increased coefficient of friction to 0.8 ASTM,,
- Made from the highest quality, low heat absorption, outdoor grade PVC for its flexibility, strength and UV protection.
- Tested for (ASTM E-661) load-to-failure and deflection at 200 pounds.
- Tested for color fastness and UV stability (ASTM G-154, exceeding 750 hours)
- Carries a 10-year warranty
- Water is never locked within the pattern and therefore mitigates algae growth.

2. Bidder's Responsibility to Determine Quantities

- All bidders submitting bids for providing the Work shall first examine the Contract Documents referred to in the Bid Proposal Form, visit the site, and fully inform themselves as to all existing conditions, limitations, and the lap pool dimensions. All bids shall take into consideration such conditions as may affect the Work under the Agreement. All bidders shall be responsible to measure and make their own calculations as to the quantity and type of grate panels to replace the overflow gutter grates of the lap pool.
- It is understood that omissions from the bid due to the failure of the bidder to fully acquaint itself with conditions at the site and the requirements of the documents will not entitle the bidder to additional compensation if awarded the contract.

3. See Appendix for pictures of current conditions and copies of certain Blueprint pages of the Lap Pool.

EXECUTION

1. INSPECTION

All Bidders must examine the areas and conditions under which the new gutter overflow grates are to be installed and notify the District in writing, prior to the bid opening, of conditions

detrimental to the proper and timely completion of the project within the commencement and completion dates.

2. REMOVAL OF EXISTING OVERFLOW GUTTER GRATES, CAULKING, AND MISCELLANEOUS FROM CONSTRUCTION SITE.

- A. Work includes the removal of existing overflow gutter grates and expansion joint caulking around the gutter.
- B. Contractor shall coordinate and schedule the removal of the existing overflow gutter grates and expansion joint caulk with the District. The removal of the existing grates and caulking shall occur immediately before installation of the new grates and caulking.
- C. Materials from the removal of the existing overflow gutter grates and expansion joint caulking shall become the Contractor's property and shall be removed, recycled, or disposed from the work site in an appropriate and legal manner.
- D. Storage or sale on-site of removed salvageable items will not be permitted.
- E. The District assumes no responsibility for actual condition of the existing overflow gutter grates.
- F. Preparation and Protection of Site
 - a. Conduct removal operations to prevent injury to people and damage to adjacent property. Ensure safe passage of people around removal area.
 - i.) Protect existing site improvements that are designated to remain in place. No part of the existing overflow gutter grate system may be left in an unsafe condition. If any danger is imminent, the contractor shall rope off or place barricades around the area.
 - b. Should adjacent property be damaged in any manner, the Contractor shall immediately contact Laure Kosey, Executive Director at 630-645-9535 or Jessica Gray, Aquatic Manager at 630-645-9580.
 - i. Contractor shall promptly repair damages caused by removal operations to adjacent facilities, property, streets, and landscaping. Costs for such damages shall be the sole responsibility of the Contractor.
- G. Disposal Practices and Waste Hauling
 - a. Become familiar with the conditions for acceptance of the removed materials, prior to waste hauling.
 - b. Deliver to facilities that can legally accept demolition materials for purposes of recycling or disposal.
 - c. Do not burn, bury, or otherwise dispose of rubbish and waste materials on work site.
 - d. Remove and transport construction and demolition materials in a manner that will prevent spillage on adjacent surfaces or streets.
 - e. Clean adjacent streets of dust, dirt, and construction and demolition materials caused by removal operations. Return adjacent areas to conditions existing before start of the removal of existing leisure pool overflow grates and expansion joint caulk.

3. INSTALLATION OF NEW OVERFLOW GUTTER GRATES

- a. Overflow gutter grates shall be installed by trained installers in compliance with manufacturer's recommendations and approved shop drawings.

4. CLEANING AND PROTECTION

- a. After installation, clean installation site components as recommended by manufacturer.
- b. Advise District of preventative maintenance requirements.

BID PROPOSAL FORM

**BID PROPOSAL FORM
OAK BROOK PARK DISTRICT
FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT**

TO: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE EMAIL

FOR: Family Aquatic Center Lap Pool Grates Project

In accordance with the contract documents, said contract documents being: Instructions to Bidders; this Bid Proposal Form; the Specifications for the Family Aquatic Center Lap Pool Grates Project; the Agreement Between Owner and Contractor; the Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1); the Certificate of Compliance Drug Free Workplace Act, the Prevailing Wage Affidavit; the Substance Abuse Prevention Certificate; and the Addenda, if any (none unless indicated here)_____, all as issued by the Oak Brook Park District (the "Contract Documents"), hereby proposes to perform all Work and supply and deliver all materials and equipment described in the Contract Documents. Except as otherwise provided in the Specifications, the undersigned bidder hereby proposes to perform everything required to be performed; to provide and furnish all of the materials and equipment, and all transporting services required, and to perform the Work for the Oak Brook Park District Family Aquatic Center Lap Pool Grates Project, as stated in the scope of work included in the Contract Documents, all in accordance with the aforementioned documents, and at the price stated hereinafter.

The undersigned bidder declares that it has carefully examined the Contract Documents, and has inspected in detail the site where the Work is to be performed, familiarized itself as to the Work to be performed and the conditions under which it must be carried out; and understands that in making this proposal it waives all right to plead any misunderstanding regarding the same.

The undersigned bidder agrees that, upon receipt of written notice of acceptance of its proposal, it will furnish all required bonds and insurance, and will execute an Agreement form and commence performance of the Work as stated in the Contract Documents.

The undersigned bidder declares that any and all prices stated in the proposal include all taxes; costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned bidder declares that this proposal shall remain in force for a period of sixty (60) days from the date of this proposal.

The undersigned bidder agrees to perform the Work for the following lump sum price:

Total Project Cost: \$ _____

The undersigned bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

The Work for the Contract shall commence upon execution of the Agreement by both parties, and the demolition of the old grates and caulk shall commence on August 22, 2016. The Completion Date shall be on or before September 2, 2016, unless otherwise extended by agreement of the parties pursuant to the Agreement form that is part of the Contract Documents.

The undersigned bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2016

Full Name of Bidder (Print) (a) Individual ()
(b) Partnership ()
(c) Corporation ()

Name and Title of Authorized Agent
if Corporation or Partnership (Print): _____

Full Name and Title of Bidder (Signature): _____

Street Address, including City/State/Zip: _____

Email Address: _____

Phone Number: _____

LIST OF SUBCONTRACTORS

The bidder herewith submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the Contractor, the bidder will promptly confer with the District's agents on the question of which subcontractors the bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor another subcontractor for the trade against whose standing and ability the bidder makes no objection in writing, and the bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bid Proposal, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
------------------------------	------------------------	-----------------------

1.		
2.		
3.		
4.		

BIDDER'S REFERENCE LIST

Each bidder must list the name, address, phone number and project name for at least three (3) projects of similar scope and complexity as the Family Aquatic Center Lap Pool Grates Project.

1.

Name of Park District, School District, Municipality or Business

Contact Person

Phone Number E-Mail

Description of Work performed
2.

Name of Park District, School District, Municipality or Business

Contact Person

Phone Number E-Mail

Description of Work performed
3.

Name of Park District, School District, Municipality or Business

Contact Person

Phone Number E-Mail

Description of Work performed

**AGREEMENT BETWEEN THE
OAK BROOK PARK DISTRICT AND
CONTRACTOR**

**AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT
AND _____.
FOR FAMILY AQUATIC CENTER LAP POOL GRATES PROJECT**

THIS AGREEMENT ("Agreement") is made this _____ day of May, 2016 between Oak Brook Park District, DuPage and Cook Counties, Illinois (the "District"), and _____, (the "Contractor").

WITNESSETH:

The Contractor and the District, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The Contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, tools, equipment, and other necessary apparatus and all transportation to complete all the Work required for the Family Aquatic Center Lap Pool Grates Project (the "Work"), all in strict accordance with the Contract Documents identified in Article II of this Agreement, which Contract Documents are made a part of this Agreement; and the Contractor shall do everything required by this Agreement and other documents constituting a part thereof.

ARTICLE II: CONTRACT DOCUMENTS

- A. This Agreement consists of the following component parts (the "Contract Documents"), all of which are as fully a part of this Agreement as if set forth herein verbatim, or if not attached, as if attached hereto:
1. The Addenda, (None unless noted here.)
 2. Instructions to Bidders
 3. Contractor's Bid Proposal Form, Family Aquatic Center Leisure Pool Grates Project, dated _____
 4. This Form of Agreement
 5. Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1), Certificate of Compliance Drug Free Workplace Act, Prevailing Wage Affidavit; Substance Abuse Prevention Certificate (820 ILCS 265/1, *et seq.*)
 6. Specifications for the Family Aquatic Center Lap Pool Grates Project.
- B. The Contract Documents are intended to describe the complete Work and each document is an essential part of this Agreement. If through inadvertence or otherwise, the Contract Documents fail to require any matters necessary to properly perform the Work, the Contractor shall, nevertheless, be required to perform such Work.
- C. In all cases materials or equipment furnished shall be of the high quality and approved by the District.

ARTICLE III: TIME OF COMMENCEMENT AND COMPLETION

The Contractor shall agree to commence the Work upon execution of this Agreement to be ready to commence demolition of old grates and caulk on August 22, 2016 ("Commencement Date"), and complete the Work no later than September 2, 2016 ("Completion Date") (collectively, the "Contract Time"). Extensions of time may be permitted only pursuant to the provisions of this Agreement.

ARTICLE IV: THE CONTRACT PRICE

The District will pay and said Contractor agrees to accept the lump sum of _____ ("Contract Price"), as full compensation for furnishing all the materials, for doing all Work contemplated and specified in this Agreement, for all loss or damage arising out of the nature of the Work or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the Work, and for well and faithfully completing the Work, and the whole thereof, in full compliance with the Contract Documents, as identified in Article II of this Agreement, and within the time stated in Article III of this Agreement.

ARTICLE V: PAYMENT

- A. Time of Payment. Payment of completed and satisfactory labor shall be made after the satisfactory completion of the Work.
- B. Payments Withheld. The District may withhold or, on account of subsequently discovered evidence, nullify payment to such extent as may be necessary in its opinion to protect the District from loss on account of:
 - 1. Defective portions of the Work not remedied.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 3. Failure of the Contractor to make payments properly for material or labor and to provide lien waivers for such payments.
 - 4. Damage to the Work.
 - 5. Failure to provide the Contractor's sworn verification of its payment of the prevailing wage.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- C. Waivers of Lien. In the event a lien is filed which is attributable to any portion of the Work performed hereunder by the Contractor or any material supplier, which is not attributable to non-payment by the District, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period of time, whether by legal procedure, settlement, compromise, or otherwise. Failure to supply partial or final waivers of lien or other acceptable evidence of payment of all current accounts incurred for the Work will be considered grounds for withholding final

- payment requests.
- D. Substantiating Data. The Contractor warrants that title to all the Work, materials and equipment covered by the Application for Final Payment will pass to the District upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances; and that no portion of the Work, materials or equipment covered by the Application for Final Payment will have been acquired by the Contractor, or by any other person performing any portion of the Work or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
 - E. Invoice Submittal. All invoices and waivers of lien shall be submitted in duplicate, made out to the District and sent for consideration and approval as provided herein. With the invoice, the Contractor shall include waivers of lien from all parties concerned.
 - F. Correction of Work Before Final Payment. If any inspections indicate that the materials or Work do not conform with the requirements of the Contract Documents, the District shall have the right to require the removal and replacement of any unsatisfactory portion of the Work, or to require an adjustment in the Contract Price to compensate the District for any differences between the specified portion of the Work and the portion of the Work as furnished if such portion is acceptable to the District although not equal to that specified. The decision of the District or its representative on all such matters shall be final.
 - G. Final Payment. Upon satisfactory completion of the Work, inspection, and final approval and acceptance by the District, the Contractor shall submit an Application for Final Payment to be paid by the District as stated in this Agreement.
 - H. Correction of Work After Final Payment. The final payment or any provision in the Contract Documents shall not relieve the Contractor of the responsibility for the correction of any and all defects in the Work as performed. The Contractor shall correct all defects upon notice from the District thereof for a period of twelve (12) months after final payment.

ARTICLE VI: CLAIMS AND DISPUTES

- A. Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of terms of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between the District and Contractor arising out of or relating to this Agreement. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. Time Limits on Claims. Claims by either party must be initiated within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the

claimant first recognizes the condition giving rise to the Claim, whichever is later.

- C. Continuing Performance. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Work in accordance with this Agreement.
- D. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Price, written notice of the need for a change order shall be given to the Owner or its representative before proceeding to perform the Work at issue. Prior notice is not required for Claims relating to an emergency endangering life or property.
- E. Claim for Additional Time. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice shall be given to the District of the need for a change order. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- F. No disputes arising hereunder shall be subject to arbitration. The decision of the District its representative as to any Claims made in writing and shall be final. The Contractor shall recover, as its sole remedy, payment for any portion of the Work properly performed prior to the effective date of termination, and for items properly and timely fabricated off the Work site, and delivered and stored in accordance with the District's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages of any kind, including, without limitation, anticipated profits.

ARTICLE VII: CHANGE ORDERS

The District, without invalidating this Agreement, may order changes in the Work, within the general scope of the Contract Documents, consisting of additions, deletions or alterations of the Contract Documents, or other revisions; the Contract Price and the Contract Time being adjusted accordingly. The cost or credit to the District resulting from a change in the Work shall be determined either by: (i) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or (ii) a cost to be determined in a manner agreed upon by the parties; or (iii) a mutually acceptable fixed or percentage fee. All such changes in the Work shall be authorized by a written change order stating the items of the Work to be performed and the method of payment for each item. The District shall have no obligation to compensate the Contractor for any portion of the Work performed without such written change order.

ARTICLE VIII. BONDS, INSURANCE AND INDEMNIFICATION

A. Performance Bond

- 1. The successful bidder must, at bidder's expense only, furnish a performance and labor and material payment bond in the amount of the Contract Price and in accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction" (30 ILCS 550/1), with good and sufficient sureties approved by the District, to secure the faithful performance of

the Work and the payment of all obligations thereunder. Such bond shall provide, among other conditions, for completion of the Work and for the payment of material and labor used in providing the Work, whether by subcontractor or otherwise. Said Act provides that such bond will be deemed to contain certain stated provisions as outlined in said Act. The bonds required hereunder shall be delivered to the District not later than three (3) days following the date the contract is awarded by the District and executed by the Contractor. The successful bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

2. The successful bidder shall also set forth in said performance bond such provisions as will guarantee the faithful performance of the prevailing wage clause as required by the 820 ILCS 130/4.

THE SUCCESSFUL BIDDER MUST SUBMIT THE BOND RATING OF THE SURETY FOR THE CURRENT YEAR TO THE DISTRICT FOR APPROVAL. THE RATING SHALL BE A MINIMUM OF A-VII BY A.M. BEST, AND THE SURETY SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS. THE DISTRICT RESERVES THE RIGHT TO REQUEST SUBSTITUTE SURETY, DISMISS THE SUCCESSFUL BIDDER, OR WAIVE REQUIREMENTS HEREIN IN THE DISTRICT'S BEST INTERESTS.

B. Insurance. The Contractor shall maintain the following insurance coverage in the amounts listed below.

1. Commercial General and Umbrella Liability Insurance. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Work/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The District shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.
2. Business Auto and Umbrella Liability Insurance. The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover

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

3. **Workers Compensation Insurance.** The Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. The Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's activities.

4. **General Insurance Provisions.**

- a. Evidence of Insurance: The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Contractor's obligation to maintain such insurance. The District shall have the right, but not the obligation, of prohibiting the Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Agreement entered by the parties at the District's option. The Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

- b. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

- c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs,

including, but not limited to, investigations, claims administration and defense expenses.

- C. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, protect and defend the District, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of the Work by the Contractor under this Agreement, or from any negligent or willful acts, errors or omissions in the performance of the Work of the Contractor hereunder, or from any breach of the Contractor's obligations or any material default by the Contractor under this Agreement. Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the Contractor's duty to indemnify, and hold the District harmless as set forth herein. The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. This indemnification of the District shall survive the termination or expiration of this Agreement.

ARTICLE IX: AUTHORITY OF DISTRICT

- A. All Work shall be performed under the supervision of the District, and the District shall decide all questions which arise as to the quality and acceptability of materials furnished, any portion of the Work performed, rate of progress of the Work, interpretation of the Contract Documents, acceptable fulfillment of this Agreement, and compensation under the Contract Documents. The District shall determine the quality of the Work performed and materials furnished, and the decision of the District shall be final. The District's approval shall be a condition precedent to the right of the Contractor to receive money due it under this Agreement.
- B. The District shall have the right to inspect the Work at any time, and if any of the Work, materials or equipment is covered up without approval or consent of the District, it must be uncovered for inspection, if the District so requires, at the Contractor's expense.
- C. If the Contractor fails to correct any portion of the Work, performs the Work in a manner which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the District may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the District to stop the Work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity.
- D. In case of failure on the part of the Contractor to execute the Work as ordered by the District, the District may, at the expiration of a period of forty eight (48) hours after giving notice in writing to the Contractor, proceed to execute such Work as may be

deemed necessary, by whatever means the District deems appropriate, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under this Agreement.

ARTICLE X: ABANDONMENT OR NEGLECT

Should the Contractor abandon or neglect the Work, or if the District at any time is convinced that the Work is unreasonably delayed or that the conditions of this Agreement are being willfully violated, executed carelessly, or in bad faith, the District shall notify the Contractor in writing, and if such notification shall be without effect within twenty-four (24) hours after the delivery thereof, then, and in that case, the Contractor shall discontinue all Work under this Agreement, and the District shall have full authority to make arrangements for the completion of the Work, in whatever manner the District deems appropriate, at the expense of the Contractor.

ARTICLE XI: PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to it thereby, there shall be no personal liability upon the District, its officers, officials, employees, volunteers, and agents.

ARTICLE XII: MATERIALS AND EQUIPMENT

- A. It is the intent of this Agreement that new, first class materials and/or equipment shall be used throughout the Work, and that they shall be incorporated in such a manner as to produce a completed product that is workmanlike and acceptable in every detail. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all materials and equipment. Only materials and/or equipment which conform to the requirements of the Specifications shall be incorporated in the Work. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, transportation and other facilities necessary for the execution and completion of the Work.
- B. All materials and equipment furnished under this Agreement shall be subjected at all times to such inspection and tests requested by the District as will give due assurance that the terms of the Contract Documents are being complied with in all respects. The District shall have full power to reject any and all material or equipment which fails to meet the terms of the Contract Documents. If any material or equipment develops defects during the life of this Agreement, which includes guarantee periods, such material or equipment shall be removed notwithstanding that it may have passed the prescribed inspection and tests. Proper material shall be provided in lieu thereof at the Contractor's expense and replaced with acceptable materials or equipment meeting said Contract Documents. Upon failure of the Contractor to comply with any order of the District pursuant to the provisions of this section, the District shall have authority to remove and replace defective materials and/or equipment, by whatever means the District deems appropriate, and to deduct the cost of the removal and replacement from the monies due or to become due the Contractor.

ARTICLE XIII: GUARANTEE

The Work to be performed under this Agreement shall be performed in compliance with the Contract Documents and must be guaranteed by the Contractor and the surety for a period of twelve (12) months from date of final acceptance and final payment against defective workmanship and material of any nature. On all materials or equipment to be incorporated in the completed Work, the Contractor and its surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Contract Documents.

ARTICLE XIV: COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the Work. Included with the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers-Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.
- B. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service. The Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places accessible to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of such Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service.
- C. The Contractor shall hold all licenses, permits or special licenses to perform the Work required by this Agreement, as required by law, or shall employ or work under the general supervision of a holder of such licenses, permits or special licenses in good

standing and in full force and effect at all times while the Contractor is performing the Work.

- D. The Contractor shall execute and submit to the District all the certificates attached to this Agreement.

ARTICLE XV: STANDARD OF PERFORMANCE

- A. The Contractor and its employees shall exercise reasonable skill, care and diligence in the performance of the Work required under this Agreement to the satisfaction of the District, in accordance with the quality and standards commonly accepted in the industry.
- B. If any errors, omissions or acts, intentional or negligent, are made by the Contractor, in any phase of the Work, the correction of which requires additional Work, the Contractor shall be required to perform such additional Work as may be necessary to remedy same without undue delay and without any cost to the District.
- C. The Contractor shall protect all existing District property and improvements and shall be responsible for repairing of any damage created by its operations.
- D. The Contractor's personnel shall have the ability, character, integrity and fitness for the Work required by this Agreement. Such personnel shall conduct themselves in a professional manner at all times. While the responsibility for hiring and discharging personnel shall rest entirely with the Contractor, the District shall have the right to request replacement of any worker who, in the opinion of the District, is not suitable to perform duties under this Agreement. The Contractor's personnel shall, at all times, wear appropriate attire, including proper safety equipment, and a uniform or shirt that denotes the Contractor's company name.
- E. During progress of the Work and at the completion of any part of the Work performed, the Contractor shall remove all rubbish, tools, and surplus materials from the site and adjoining premises, leaving the area in a neat and workmanlike condition, and shall repair or replace any damaged property. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Owner may remove the rubbish or repair the damage and charge the cost to the Contractor.

ARTICLE XVI: TERMINATION

- A. Except as set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or for no cause, upon thirty (30) days written notice to the other party; provided that in the event of the Contractor's insolvency, bankruptcy or receivership, this Agreement shall be terminated immediately upon receipt of notice thereof.
- B. The District may terminate the Work of the Contractor, without prejudice to any other

right and remedy, upon notice to the Contractor that it has failed to provide the Work in a timely manner, failed to meet the requirements of the Contract Documents, failed to make prompt payment of monies due for materials, workers, violated applicable laws and/or ordinances or regulations or otherwise violated the requirements of this Agreement. The District may arrange for completion of the Work by whatever method the District may deem expedient and, in such case, the Contractor may not be entitled to receive any further payment. Upon any termination of this Agreement, the District's liability to the Contractor shall be limited to payment of the Contractor's fees for the Work which was satisfactorily performed and payment for materials used up to the date of termination. Upon such termination, the District shall have no further obligation or liability for compensation of any expenses, fees or costs, including lost profits of the Contractor hereunder.

ARTICLE XVII: MISCELLANEOUS PROVISIONS

- A. The Contractor shall have full control of the ways and means of performing the Work which is the subject of this Agreement, and the Contractor, its employees, or representatives shall, in no sense, be deemed employees of the District, it being specifically agreed that with respect to the District, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.
- B. The Contractor shall not assign, sublet or transfer any interest in this Agreement without written consent of the District.
- C. This Agreement, including all matters incorporated herein, contains the entire agreement between the parties, and supersedes any and all other prior or contemporaneous agreements, covenants, warranties, representations, promises, conditions, or understandings, whether oral or written, which are related to the Contractor's Work other than those contained herein. In the event of any conflict between the terms and conditions of this Agreement and terms and conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.
- D. The parties agree that the waiver of or failure to enforce any breach of this Agreement by the other party shall not be construed or otherwise operate as a waiver of any future breach of this Agreement, and shall not bar or prevent the other party from enforcing this Agreement with respect to any other breach.
- E. Nothing contained in the Contract Documents shall create a contractual relationship between the District and any third party; however, it is understood and agreed that the District is an intended third-party beneficiary of all contracts, purchase orders and other agreements between the Contractor and third parties.
- F. The Contractor shall incorporate the obligations of this Agreement in its respective supply agreements and purchase orders.

- G. The Contractor shall furnish any required affidavit or certificate, in connection with the Work covered by this Agreement as provided by law.
- H. The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.
- I. The parties hereto agree that the governing law for this Agreement shall be the laws of the State of Illinois, and that jurisdiction for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

(CONTRACTOR)

By: _____

(Print name of signatory and title)

Attest: _____
It's Secretary

OAK BROOK PARK DISTRICT

By: _____
Sharon Knitter, President

Attest: _____
Laure Kosey, Secretary

PREVAILING WAGE

RESOLUTION NO. 15-0615

**A RESOLUTION OF THE OAK BROOK PARK DISTRICT
REGARDING ILLINOIS PREVAILING WAGE ACT**

WHEREAS, the State of Illinois has enacted “the Prevailing Wage Act,” as amended, being Chapter 820, Section 130/0.01 et seq. Of the Illinois Compiled Statutes: and

WHEREAS, the aforesaid Act requires that the Board of Park Commissioners of the Oak Brook Park District (the “District”) investigate and ascertain for the District the prevailing rate of wages as defined in said Act, for laborers, mechanics, and other workers in the locality of the District employed in performing construction, maintenance or demolition of public works,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF PARK COMMISSIONERS OF THE OAK BROOK PARK DISTRICT, AS FOLLOWS:

Section 1. To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction, maintenance or demolition of public works coming under the jurisdiction of the District is hereby ascertained to be the same as the County areas as determined by the Department of Labor of the State Of Illinois as of June 1, 2015, a copy of that determination being attached hereto and incorporated herein by reference. The definition of any terms appearing in this Ordinance, which are also used in aforesaid Act, shall be the same as in the said Act.

Section 2. Nothing herein contained shall be construed to apply said general prevailing rate of wages, as herein ascertained, to any work or employment except public works construction, maintenance or demolition of the District to the extent required by the aforesaid Act.

Section 3. The Secretary of the District’s Board of Park Commissioners shall publicly post or keep available for inspection by any interested party in the main office of the District this determination of such prevailing rate of wage.

Section 4. The Secretary of the District’s Board of Park Commissioners shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 5. The Secretary of the District's Board of Park Commissioners shall promptly file a certified copy of the Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

Section 6. The Secretary of the District's Board of Park Commissioners shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that this determination is effective and that this is the determination of this public body.

PASSED THIS 15th day of June, 2015

AYES: Truedson, Tan, Carson

NAYS: Trombetta

ABSENT: Knitter

APPROVED:

Kathleen J. Carson
President

ATTEST:

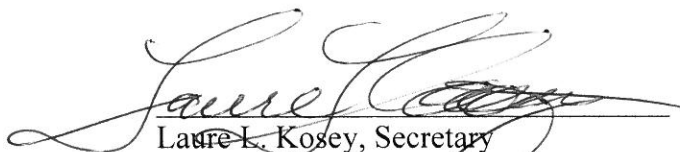
James J. Carson
Secretary

STATE OF ILLINOIS)
 COOK) S.S.
COUNTY OF)
 DUPAGE)

CERTIFICATE

I, LAURE L. KOSEY, DO HEREBY CERTIFY THAT I am the Secretary of the Board of Park Commissioners of the Oak Brook Park District; That the foregoing is a true and correct copy of the Resolution duly passed by the President and Board of Park Commissioners of the Oak Brook Park District being entitled; “**A RESOLUTION OF OAK BROOK PARK DISTRICT REGARDING ILLINOIS PREVAILING WAGE ACT**” at a regular meeting held on the 15th day of June, 2015 the Resolution being part of the official records of said Park District.

DATED THIS 15th day of June, 2015


Laure L. Kosey, Secretary
Board of Park Commissioners
Oak Brook Park District

SEAL

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MI LLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT 1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRI VER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER		ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON		BLD		43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR		HWY		32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E	ALL 1		35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150

TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

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 scaring equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting,

and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

like nature.

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

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

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

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".

Du Page County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	YP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====	
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720	
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400	
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480	
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770	
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610	
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380	
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390	
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290	
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450	
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470	
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310	
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680	
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600	
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300	
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940	
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720	
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350	
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620	
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780	
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MI LLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
ORNAMNTL IRON WORKER E		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650	
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350	
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
PI LEDRI VER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780	
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	10.05	14.43	0.000	1.020	
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880	
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530	
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820	
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550	
STEEL ERECTOR	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350	
STEEL ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
SURVEY WORKER	-->NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720	
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940	

TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations**DUPAGE COUNTY****IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.**

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

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

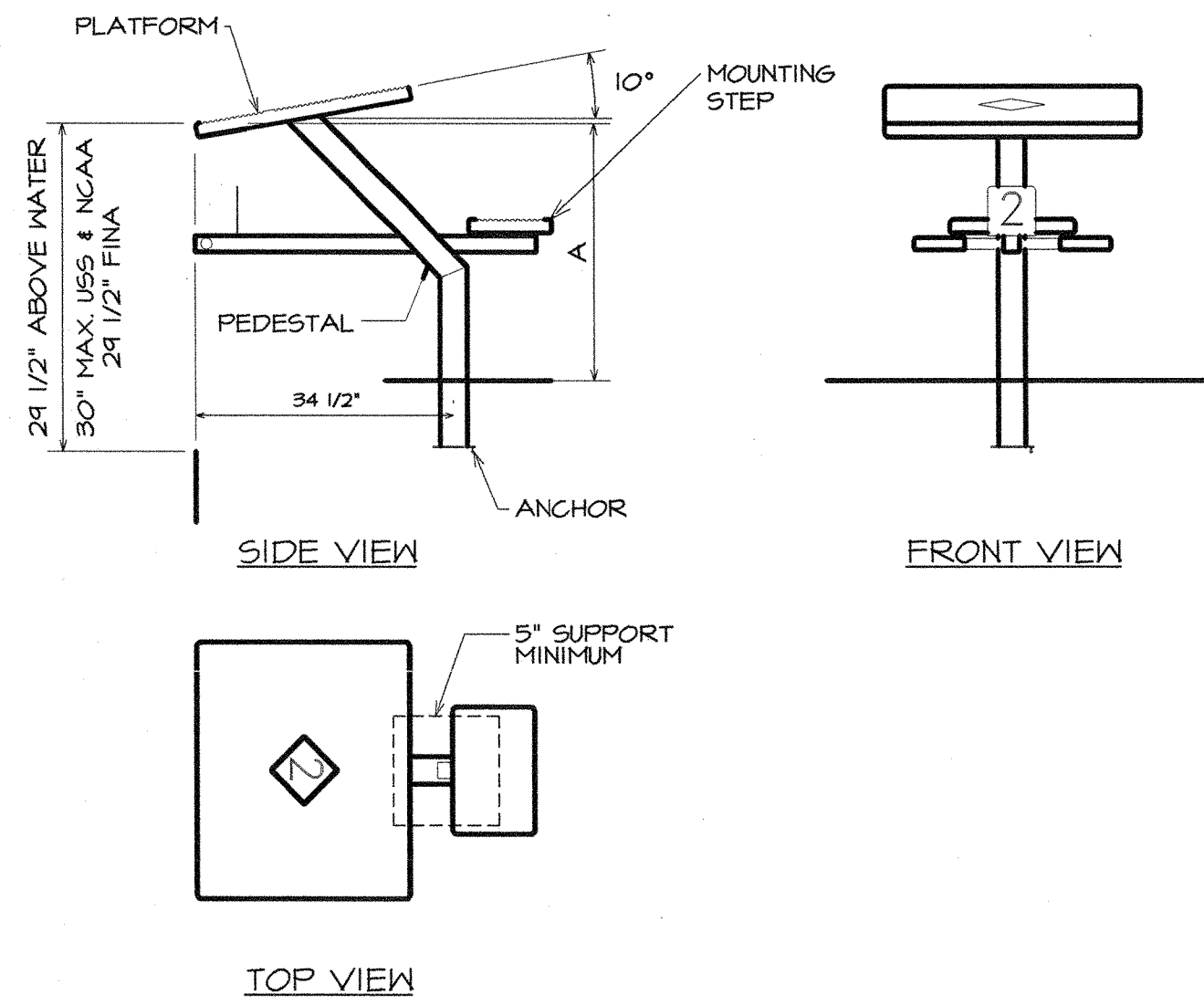
Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification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

APPENDIX

Pool Photo and Blue Print Pages



Current Lap Pool Gutter Grates and Caulk Conditions



SPECIFICATIONS

Standard Starting Platforms shall have an elevated platform supported by a sloping stainless steel pedestal. An intermediate step shall be provided. A backstroke bar with hand grips shall be located approximately midway between the platform and the water.

The top platform shall be 24" wide x 20" deep and have a non-slip surface. The intermediate step shall be 8" x 12". The top platform shall be set:

a. Tilted 10 degrees towards the pool (Paralympic or Quikset)

The platform shall be supported upon 2 stainless steel:

a. Tube, 2,500" square x .125" thick-ness (for Quikset)

The step and backstroke bar shall be supported by a stainless steel tube 1,500" square x .085" wall thickness. The backstroke bar shall be 1" O.D. x .065" wall with handgrips at each end. The stainless tubing shall be type 304, welded, polished to 320 grit.

The starting platform shall be anchored in a single socket. It shall be:

a. Fabricated of stainless steel (for Quikset)

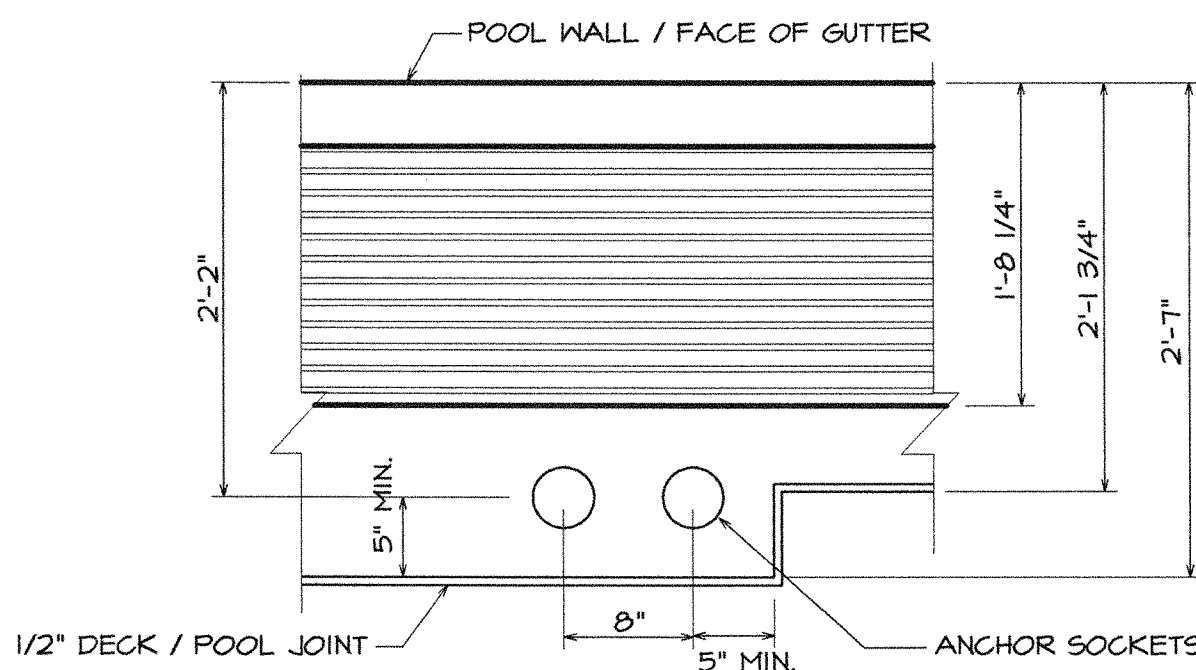
It shall be furnished with a closure plate.

KDI Paragon Long Reach Quikset Model #23403 with "A" = 30.0 and "B" = 34.5"

KDI QUICKSET STARTING PLATFORM

PL1.1-4

SCALE: NONE

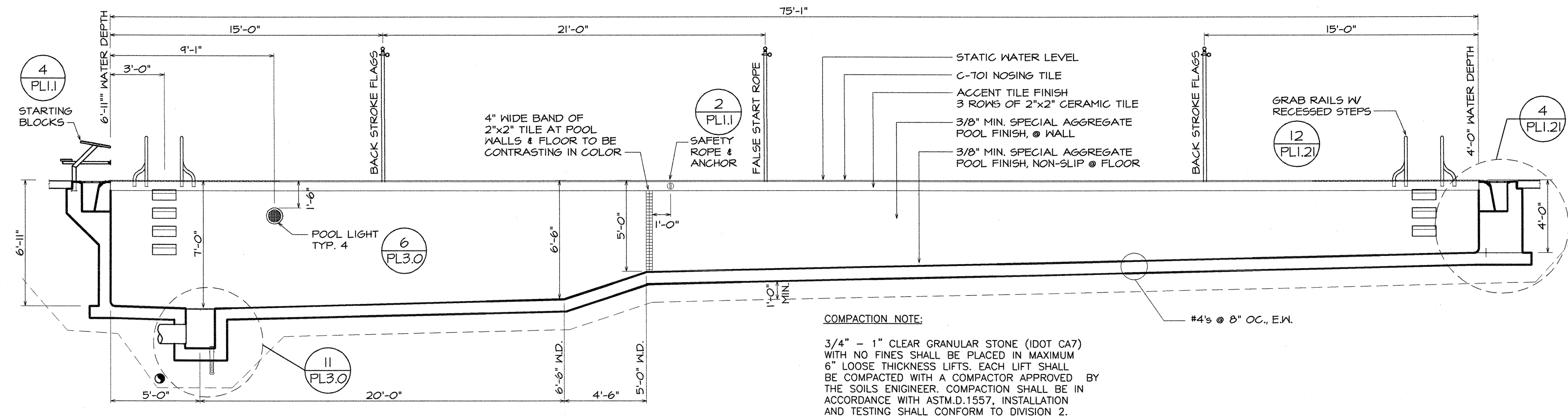


POOL WALL TO BE THICKEN @ LOCATION OF EQUIPMENT ANCHORS TO PROVIDE ADEQUATE STRUCTURAL SUPPORT.

GRAB RAIL ANCHOR SOCKET PLACEMENT DETAIL

PL1.1-7

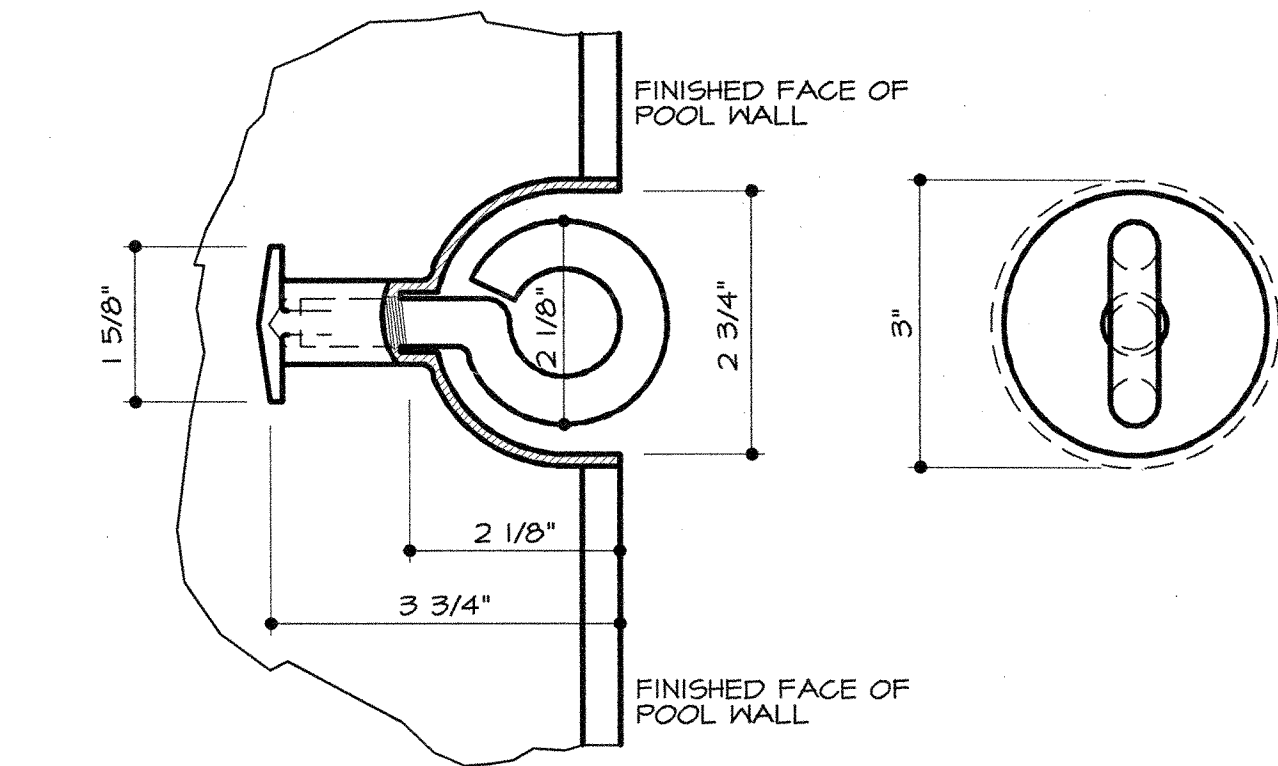
SCALE: NONE



LAP POOL LONGITUDINAL SECTION

PL1.1-9

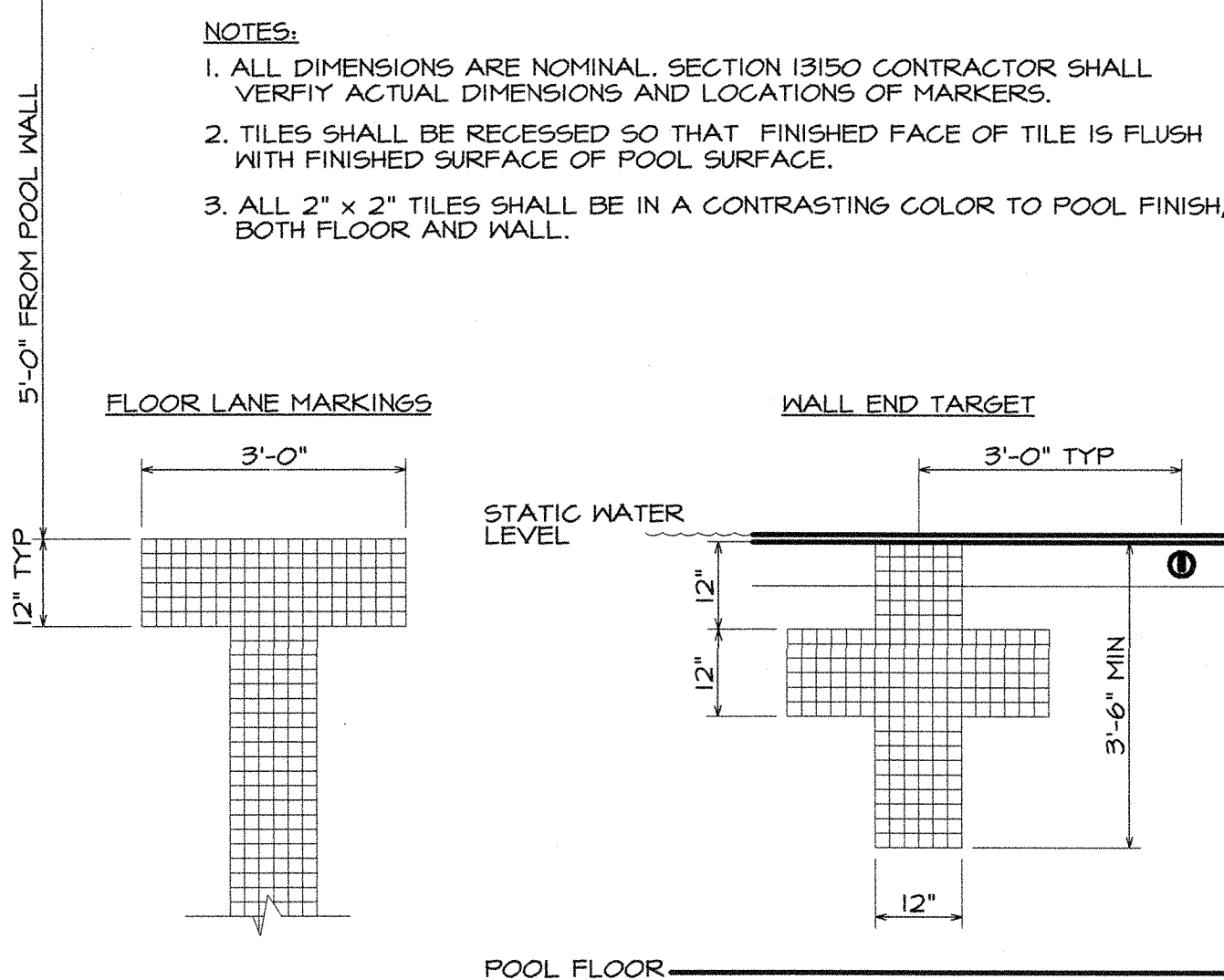
SCALE: 1/4"=1'-0"



CUP ANCHOR DETAIL

PL1.1-2

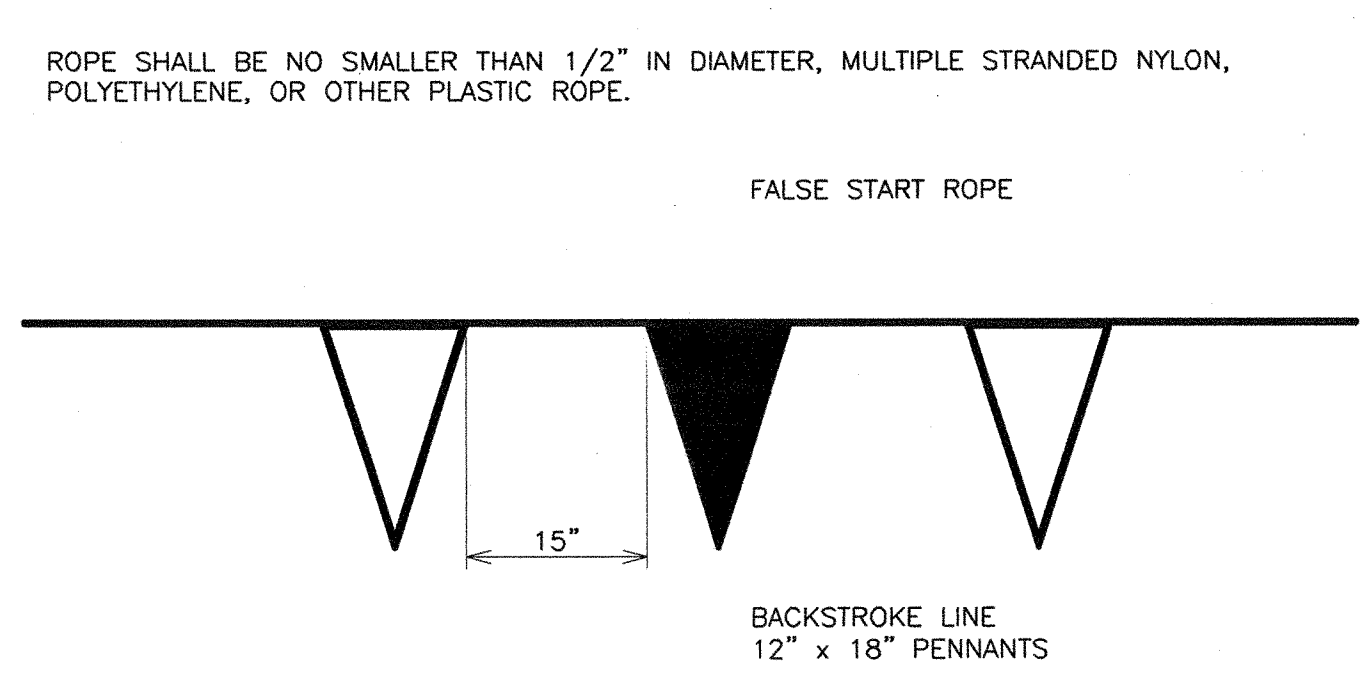
SCALE: NONE



TILE LANE MARKERS & ENDWALL TARGETS DETAIL

PL1.1-5

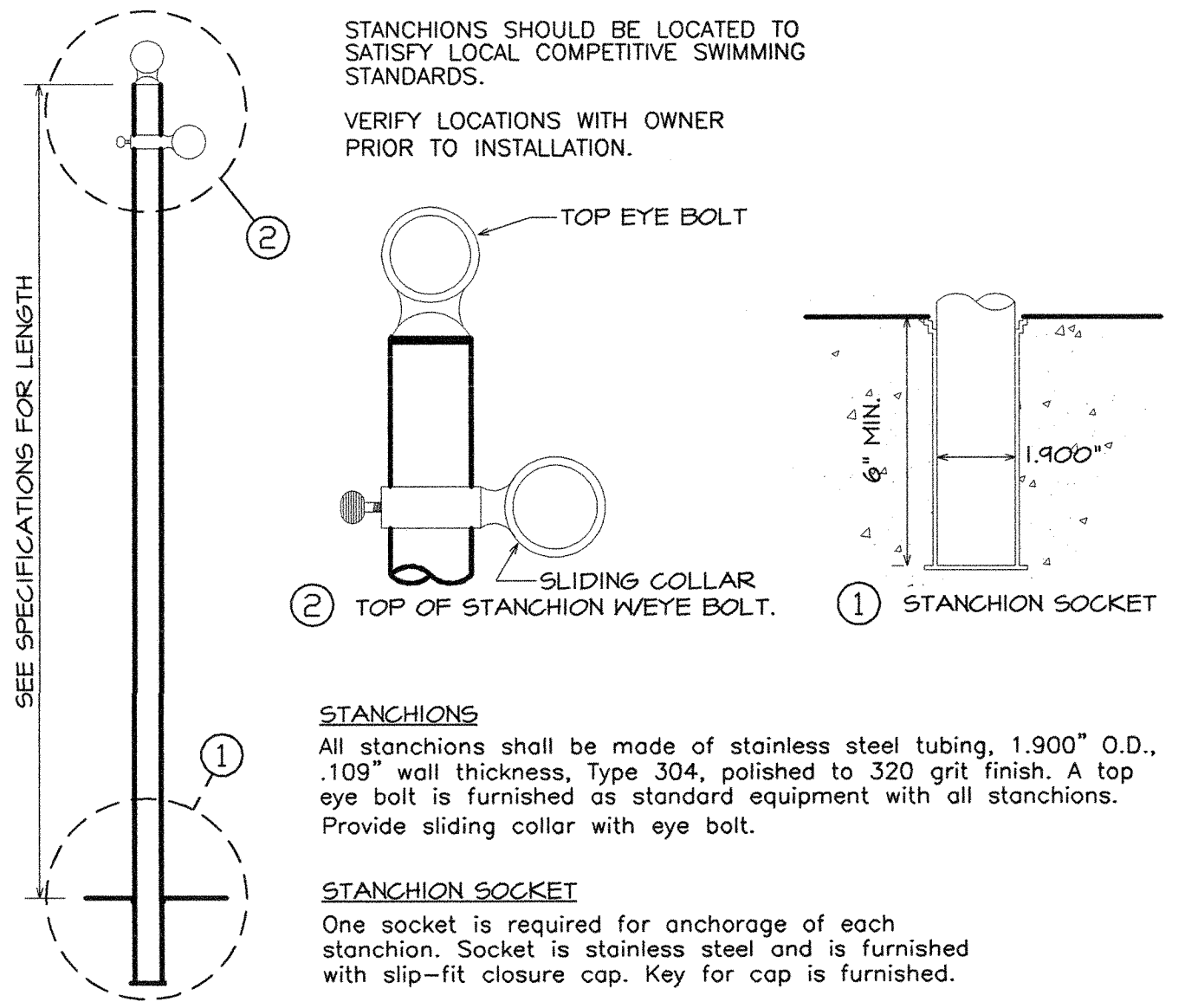
SCALE: NONE



PENNANT LINES AND ROPE DETAIL

PL1.1-3

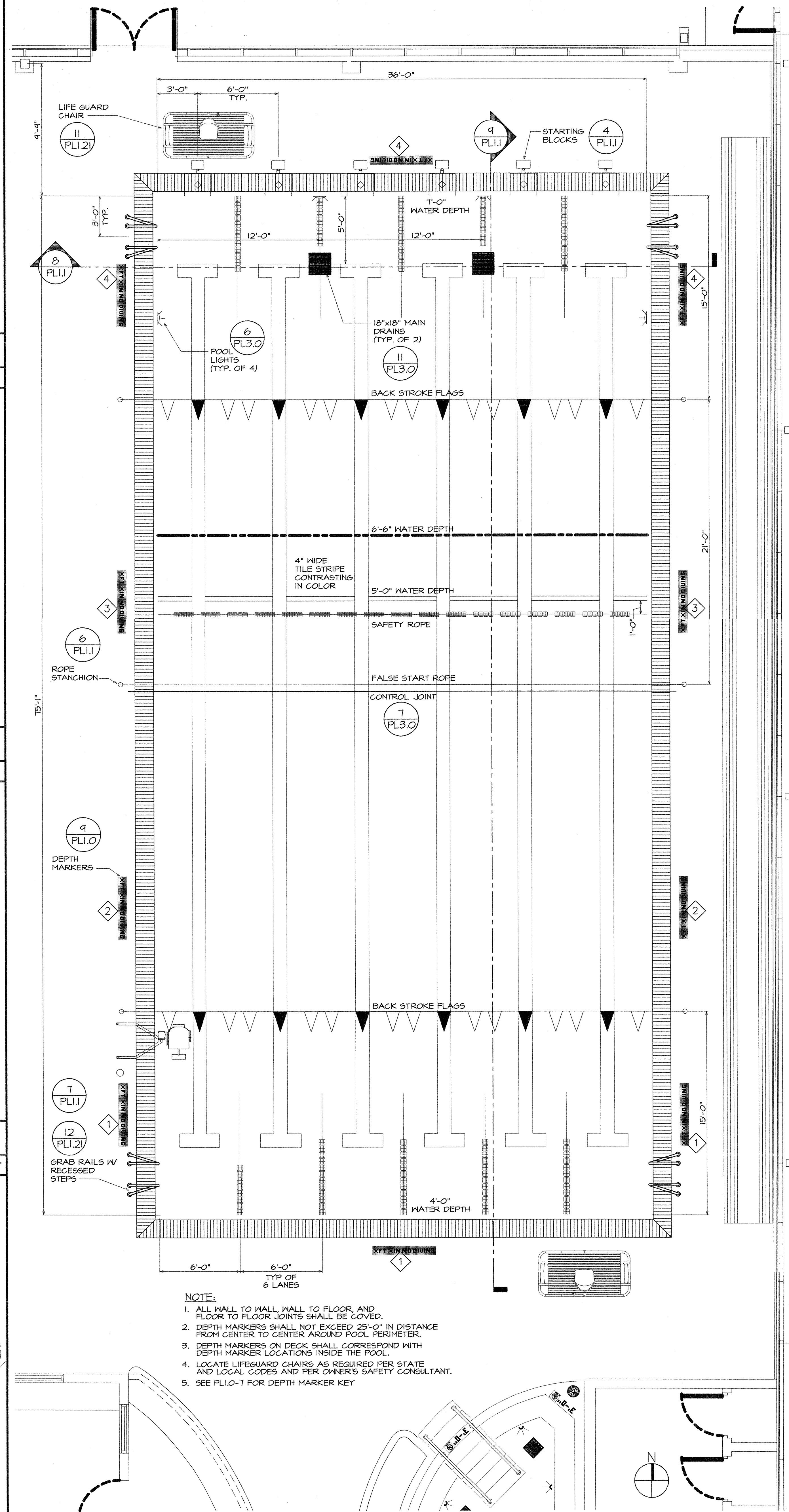
SCALE: NONE



STANCHION DETAIL

PL1.1-6

SCALE: NONE



LAP POOL PLAN

PL1.1-1

SCALE: 1/4"=1'-0"

OAK BROOK PARK DISTRICT
INDOOR AQUATIC CENTER
1450 FOREST GATE ROAD
OAK BROOK, IL 60521

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The Contractor shall verify all dimensions on the job site and notify the project designer of any variation before construction.

DATE	REVISION
5-18-98	95% C.D.
6-19-98	BID SET
12-4-98	IDPH REVISIONS

DRAWN	LRV
CHECKED	RCS
APPROVED	RCS
DATE	6-10-98
JOB NO.	97019.0
LAP POOL PLAN, SECTIONS AND DETAILS	

SHEET NO.
PL1.1

WATER TECHNOLOGY, INC.
DESIGN/PLANNING/ENGINEERING
100 Park Avenue / PO Box 64 Beaver Dam, Wisconsin 53009
Phone 608/777-2715 FAX 608/777-7999
This Document and the ideas, renderings and other contents contained herein are the sole property of Water Technology, Inc. and may not be disseminated, copied, reproduced or otherwise used without prior written consent of Water Technology, Inc.

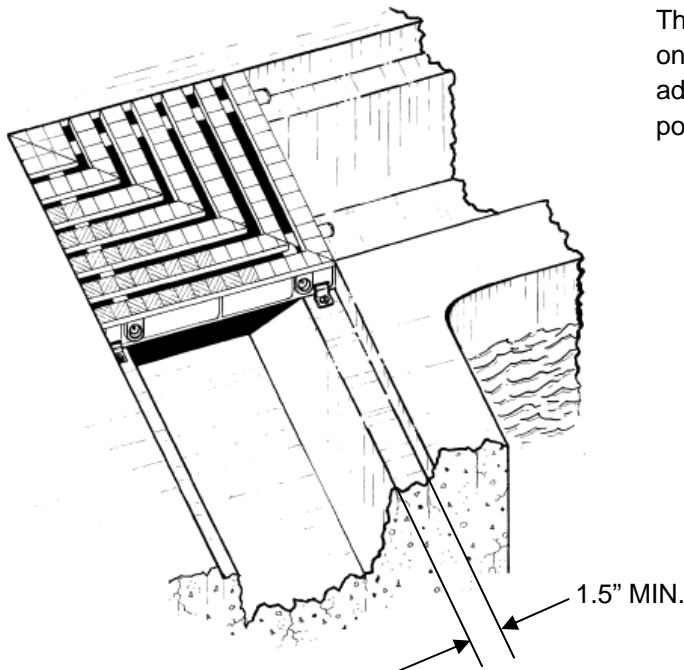
STOP!**READ
FIRST****WARNING / ATTENTION/ AVISO****4" to 20" PERPENDICULAR
GRATE INSTALLATION
& MAINTENANCE INSTRUCTIONS**

Read Carefully BEFORE Installation

Installation Note – Modifying or altering grating without written direction from the Manufacturer can void the Warranty.

STRAIGHT SECTIONS

The modular, interlocking grate corners are pre-assembled in one foot sections. Always commence at one point (corner) and add only in the same direction to come back to the starting point. **Do not try to meet in the middle.**

**IMPORTANT**

The horizontal ledge (or lip) the grate rests on must be level and even on both the vertical and horizontal directions. For best results, use Lawson PVC Curb Angle. Minimum ledge (lip) is to be 1.5" bearing surface x 1" deep.

NOTE! If grating is sloped, lip must also be sloped.



R 1/22/14

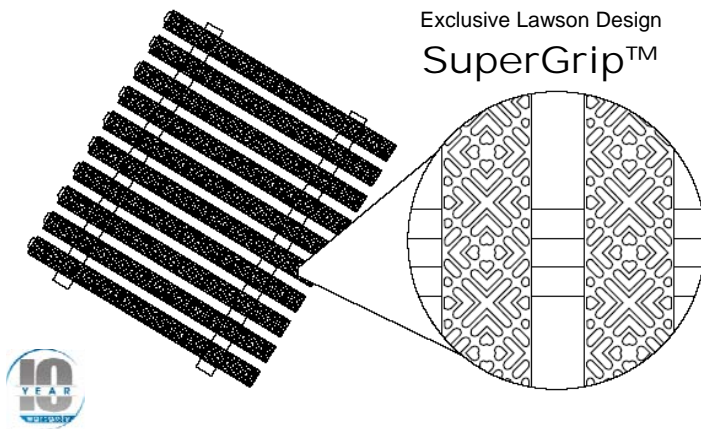
**Neptune-Benson™**

6 Jefferson Drive, Coventry, RI 02816 • www.neptunebenson.com

P (401) 821-2200 • (800) 832-8002 • F (401) 821-7129

Lawson Aquatics™ is the leader in the design/build and delivery of cost-effective, made-to-order drainage systems that easily conform to most freeform shapes for all deck level, beach entry and rim-flow pool designs. In addition, we offer three designs of perpendicular size grating – a small “T” bar for deck drains up to 6” wide, a larger “T” bar for widths 8” to 12” and an “I” bar for drains 14” to 20” wide

Designed to capture and disperse water surge in a matter of inches, and speed flow rate.

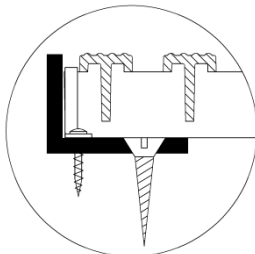


Exclusive Lawson Design
SuperGrip™

SPECIFICATIONS

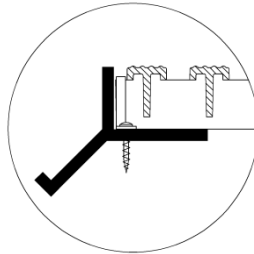
Size	4" and 6", 8"-12" & 14"-20" widths
Material	PVC
Surface	Non-Skid surface
Grate	White, Gray and Bone
Open Area	25%
Rating	ASTM G-154 750 Hours UV ASTM C-1028 static coefficient of friction, wet and dry ANSI/APSP-16

EDGE TREATMENTS (See provided specifications for additional details)



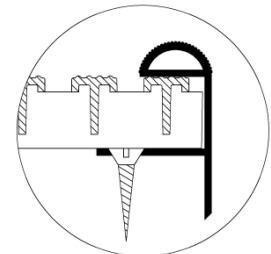
PVC CURB ANGLE

PVC Curb Angles (without tail) are designed for a sharp finished edge and allows grating to meet the deck for tile setting or deck finishing. Curb angles are mechanically fastened to pool beam and surrounding deck area.



PVC CURB ANGLE
WITH CONTINUOUS SECURING LEG

PVC Curb Angles (with tail) are designed with the same features as the standard curb angle, but also offers an additional PVC 45 degree leg molded for anchoring into wet concrete. This product is installed during the forming of gutter areas only.



PVC HAND HOLD BRACKET

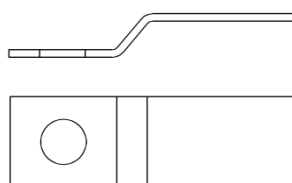
For added safety and a comfortable way for a swimmer to hold on to the edge of the pool, use our PVC Hand Hold Bracket. PVC Hand Holds are designed to be mechanically fastened to the pool beam. All Lawson Aquatics™ grating can be installed in a released slot along the back of the Hand Hold..

FASTENERS & HOLD DOWN CLIPS



PVC CURB ANGLE (No Tail)
& HAND HOLD

Secure to concrete at 18 inch (max) intervals with anchors and stainless steel screws supplied by installer.



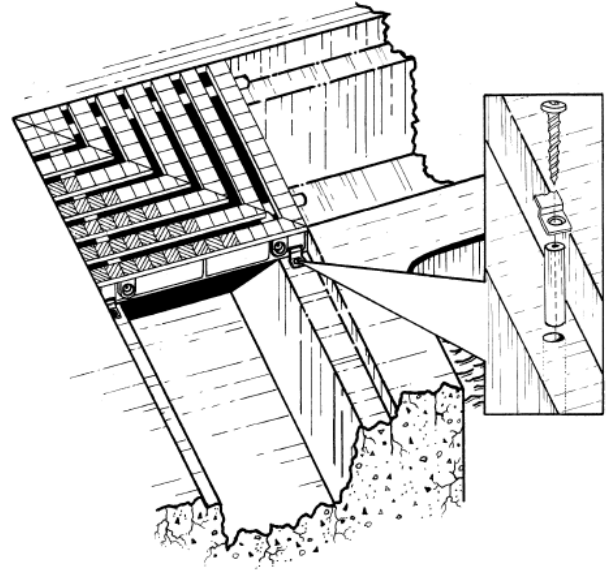
GRATE CLIPS & FASTENERS

Stainless steel clips and tamper proof fasteners supplied by Lawson Aquatics™ installed at 2 foot intervals or as specified.

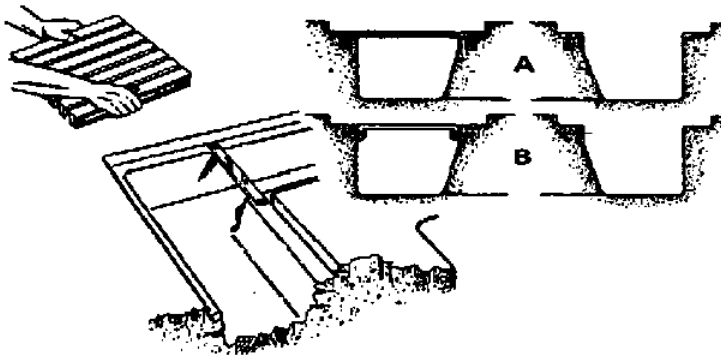
Lay the first section in the gutter.

Insert a clip, drill, anchor, and screw down as shown.

You need to fasten down every 2 feet, or as specified, alternating sides. Some engineers require this to be done every foot. Check your job specifications. Do not hammer the sections into each other. If you do, there is no room for thermal expansion. We recommend regular - or at least annual inspections of fastening to ensure there has been no tampering or abuse.



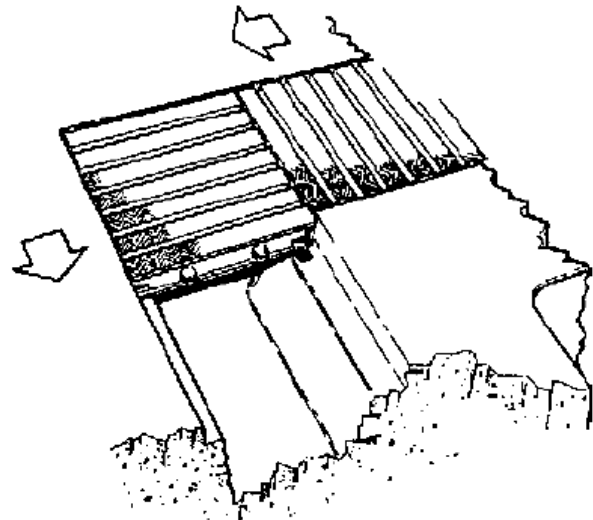
**Note- any corner that is not a true 90 or 45 degree corner
Will require a Template Kit. Kits are issued by the Manufacturer
And returned by the Customer for factory fabrication**



CORNERS – 90 DEGREE BUTT END

strip across the open section for support - shown below

Cut in or screw in a 1" wide stainless steel piece or PVC

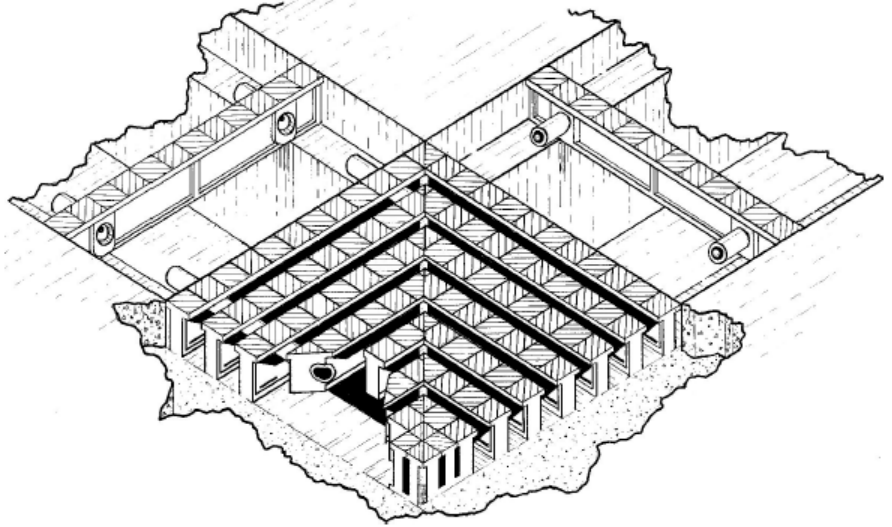


Lay in the first piece of grating, anchor down and continue laying in the same direction. To end up at the exact length, cut or grind the male ends of the last few bars to narrow up the spacing.

MITERED 90 DEGREE AND OTHER DEGREE CORNERS

90 degree, 45 degree, or other angled corners can be specially made to order. If they are not standard corners, templates are required to ensure they fit the gutter correctly.

Corners are made of the same size PVC material used for the grating. The grating is mitered to fit the degree of the corner with a fiberglass "T" bar recessed into the cut for strength and durability. Corners can be sloped to fit the contour of the gutter.



IMPORTANT

It is important to have the corners cut in correctly so they line up with the other grate. This ensures there is no looseness and unnecessary stress put on them. Corner grates must be fastened with one fastener on the inbound corner and multiple fasteners spaced a maximum 8 inch interval on the two outbound sides.

RADIUS SECTIONS

These are laid the same as straight sections except you set the inside sockets tight and the outside ones more open. Radius gutters should be formed for a tight fit and be uniform. With the inside sockets tight; fasten the outside (more open side of the grate) every 6" to 12" if necessary, depending on the radius.

On tight radiuses, the inside male end connectors will need shaving. For example, on a 12" grate, any radius under 6'-6" will require special attention. Any radius under 3' will need to be fabricated by the manufacturer. A one foot radius is the smallest we can achieve. When setting the radius grating, an adhesive such as "Loctite 506" should be used on the connectors to prevent slippage.

CLEANING AND MAINTENANCE

Keep the grate clean of debris and other matter by brushing and using soap as you would clean pool tile. This prevents stains and keeps the grate looking new.

Regularly check to insure the grate is securely fastened.

