



# Oak Brook Park District

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

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## **Oak Brook Park District Tennis Center Roof and Gutter Repair 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.

## TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT

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**INVITATION TO BID  
OAK BROOK PARK DISTRICT  
Tennis Center Roof and Gutter Repair Project**

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The Oak Brook Park District (the “District”) is accepting bids for the Tennis Center Roof and Gutter Repair Project.

Plans, Specifications and Contract Documents may be obtained beginning September 21, 2015 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 by downloading from the District’s website [www.obparks.org](http://www.obparks.org), selecting the “General Info” tab, and then selecting “Bids and Requests for Proposals.”

A mandatory pre-bid meeting and tour of the roof area will be held on Thursday, October 1, 2015, at 11:00 a.m., at the Tennis Center, 1300 Forest Gate Road, Oak Brook, IL. All participants will be required to bring to the pre-bid meeting a completed and signed waiver and release of liability form to participate in the site visit, which form is provided in the bid documents.

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 – Tennis Center Roof and Gutter Repair Project Bid."

Proposals must be received on or before 11:00 a.m., Thursday, October 8, 2015, 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

**INSTRUCTIONS TO BIDDERS  
OAK BROOK PARK DISTRICT  
TENNIS CENTER ROOF AND GUTTER REPAIR 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 in PDF format by downloading from the District's website [www.obparks.org](http://www.obparks.org), selecting the "General Info" tab, and then selecting "Bids and Requests for Proposals."
2. **A mandatory pre-bid meeting and tour of the roof area will be held on Thursday, October 1, 2015, at 11:00 a.m., at the Tennis Center, 1300 Forest Gate Road, Oak Brook, IL. All participants will be required to bring to the pre-bid meeting a completed and signed waiver and release of liability form to participate in the site visit, which form is provided in the bid documents.**

**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 attached thereto. 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 Tennis Center Roof and Gutter Repair 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 Thursday, October 8, 2015, at 11:00 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, 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 on 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 receiving 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. BONDS, INSURANCE AND INDEMNIFICATION**

1. Performance Bond:
  - a. 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.

b. 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.

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

a. 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.

b. 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.

c. **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.

d. **General Insurance Provisions.**

i. **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.

ii. **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.

iii. **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.



3. 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.

#### **I. 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".

#### **J. 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.**

**K. 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 as permitted by law.

**L. 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 a minimum of six (6) days prior to the closing of bids. The District and/or its representative shall make a determination if any and/or all proposed "approved equals" meet the requirements of the project. The District shall then issue an addendum to all registered bidders no later than five (5) days prior to the opening of bids. Bids submitted without pre-qualified "approved equals" will not be considered.

**M. 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 Paragraph H of these Instructions to Bidders, and all certificates and affidavits required in Paragraphs I and J of these Instructions to Bidders.

**N. 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, October 19, 2015, but in any event, no more than thirty (30) days after the opening of bids.
2. Prior to the award of the contract, the successful bidder and the District and its representative shall come to agreement on Alternates to be accepted and final contract quantities. Based on this agreement, a lump sum price will be determined; however, unit prices listed in the Bid Proposal will be made part of the contract and shall be used to determine costs for District-authorized plan revisions, additions or deletions.
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.

## General Conditions

**GENERAL CONDITIONS**  
**OAK BROOK PARK DISTRICT**  
**TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

The following General Conditions shall apply to the Tennis Center Roof and Gutter Repair Project (the "Project") for the Oak Brook Park District.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL ABIDE BY THESE GENERAL CONDITIONS.

**1. DEFINITION OF TERMS**

The following terms or pronouns in place of them shall have the respective meaning in this Contract:

A. Owner: Refers and means the Oak Brook Park District, which shall, through its designated representative, provide all administration of the Contract herein described.

B. Contractor: Refers to and means the individual, corporation, partnership or other person or organization who or which has executed this Contract with the Owner to perform the Work pursuant to this Contract.

C. Subcontractors: Refers to and means a person, firm or corporation, other than the Contractor, supplying labor and materials or labor for the provision of Work at the site under a direct Contract with the Contractor.

D. Contract Documents: Refers to and includes Instructions to Bidders; Bid Proposal Form, including Alternates, the List of Subcontractors and the Bidder's Reference List attached thereto, subject to the Owner's acceptance of specified Alternates; these General Conditions; Specifications for the Oak Brook Park District Tennis Center Roof and Gutter Repair Project; all authorized Addenda; Agreement Between Owner and Contractor; 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; all as issued by the Owner.

E. Bidder: Any individual, firm or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

F. Corporation: With respect to the execution of performance of the Contract, a corporate body authorized or licensed to do business in the state in which the site is located.

G. Bid Proposal: The written offer of the bidder to perform the Work proposed, presented upon the Bid Proposal Form, including all of Parts A – F, the List of Subcontractors and the Bidder's Reference List attached thereto, subject to the Owner's acceptance of specified Alternates.

H. Bid Security: The security designated in the Instructions to Bidders, and the Bid Proposal Form, to be furnished by the bidder as a guarantee of good faith to enter into the Contract for the Work contemplated, if it is awarded to such bidder.

I. Contract Bond: The form of security approved by the Owner, as provided in the Instructions to Bidders and furnished by the Contractor and its Surety as a guarantee of good faith and ability on the part of the Contractor to perform the Work in accordance with the terms of the Contract. CONTRACTOR MUST SUBMIT THE BEST'S BOND RATING FOR THE CURRENT YEAR TO THE OWNER FOR APPROVAL.

J. Surety: The corporate body, approved by the Owner, bound with and for the Contractor to insure its acceptable performance of the Contract and for its payment of all obligations pertaining to the Work to be performed.

K. Award: The decision of the Owner to accept the Bid Proposal of a responsible Bidder for the Work to be performed, subject to the execution and approval of the Contract and Contract Bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

L. Or Equal: When used in the Specifications in reference to a material, product or procedure shall mean a substitute that meets the exact Specifications for those items so stated, that must be approved by the Owner before bids are submitted.

M. Shop Drawings: All drawings, diagrams, schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate materials or equipment to be installed at the Project site.

N. Specifications: The specifications for the Oak Brook Park District Tennis Center Roof and Gutter Repair Project, as they pertain to the Work to be performed under the Contract and are part of the Contract Documents.

O. Maintenance Bond: The form of security approved by the Owner and furnished by the Contractor and its Surety as a guarantee of the proper performance of the Work and the quality of the materials and equipment provided by/or on behalf of the Contractor in the performance of the Work under the Contract. This Bond is over and above the required Performance Bond.

P. Schedule: The Work shall be commenced upon execution of the Agreement by the Owner and Contractor. The Contractor shall complete all Work on or before November 25, 2015, unless the time for performance of the Work is otherwise extended by agreement of the Owner and Contractor pursuant to these General Conditions.

Q. "Shall": is mandatory and not permissive.

R. "May": is permissive and not mandatory.

S. “Work”: The work and services contemplated by the Specifications, and any modifications thereto.

T. “Approved”: Includes such concepts as “proper”, “as directed”, and “satisfactory”, and contemplates action by the Owner or its representative to indicate such approval.

## **2. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE FOR THE PROPOSED WORK**

The Contractor shall carefully examine the Contract Documents and the site for the proposed Work. Failure of any Contractor or Subcontractor, if any, to read and familiarize itself with the provisions governing the Work to be performed will not release such Contractor or Subcontractor, if any, of any of the requirements set forth herein. The Contractor shall inspect the site at which the proposed Work is to be performed and familiarize itself with all the conditions affecting the Contract and detailed requirements for such Work. If the Contractor’s bid is accepted, the Contractor will be responsible for all errors in its proposal resulting from its failure or neglect to comply with these instructions. The Owner will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

The Contract Documents are intended to include all matters necessary to properly perform the Work. 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. Specifications are intended to be consistent with other portions of the Contract Documents. Work called for by the Specifications shall be performed in a faithful and thorough manner.

## **3. AUTHORITY OF OWNER**

All Work shall be performed under the supervision of the Owner, and to its satisfaction. The Owner shall decide all questions which arise as to the quality and acceptability of materials or equipment furnished, Work performed, manner of performance, interpretation of the Specifications, acceptable fulfillment of the Contract, compensation, disputes and mutual rights between the Contractor and any Subcontractors under the Contract Documents. The Owner shall determine the amount and quality of Work performed and materials and equipment furnished, and the Owner's decision shall be final.

If the Contractor fails to correct Work, materials or equipment which is not in accordance with the requirements of the Contract Documents or persistently fails to perform the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop performing the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to order the Contractor to stop performing the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

In case of failure on the part of the Contractor to perform Work ordered by the Owner, the Owner may, at the expiration of a period of forty eight (48) hours after giving notice in writing to the Contractor, proceed to arrange for the provision of such Work as may be deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

#### **4. PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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

#### **5. MATERIALS AND EQUIPMENT**

It is the intent of the Specifications that new, first class materials and/or equipment shall be used in performing the Work, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable in every detail. Only materials and/or equipment which conform to the requirements of the Specifications shall be used in performing the Work.

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all materials and equipment.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary to perform the Work.

The Contractor shall furnish, for the Owner's approval, the names of the manufacturers of all equipment and fixtures, together with catalog cuts, descriptive literature, rated capacities and other necessary information before purchasing any such equipment. The Work performed shall be in accordance with approved equipment data.

Complete operating and maintenance instructions, and parts lists for all equipment shall be furnished to the Owner before final payment if required by the Specifications or if requested by the Owner.

All equipment data shall be properly identified with name and location of the Project, name of Contractor, Subcontractor, if any, and Owner, and date. A letter of transmittal shall contain similar information.

#### **6. INSPECTION OF WORK AND MATERIALS**

The Owner shall have free access to inspect the Work performed and any materials and equipment provided under the Contract at all times and shall be entitled to receive all necessary information from the Contractor. The Contractor shall provide proper and safe facilities for such access and for inspection. If any Work, materials or equipment is covered up without approval or



consent of the Owner, it must be uncovered for examination, if so required, at the Contractor's expense.

All materials and equipment furnished under this Contract shall be subjected at all times during manufacture, fabrication or erection to such inspection and tests requested by the Owner as will give due assurance that the terms of the Specifications are being complied with in all respects. Such inspection and tests may be performed at the points of manufacture or fabrication, or in the field, as are herein specified therefor or as otherwise designated by the Owner. Where inspections or tests are to be made at the point of manufacture or fabrication, the Contractor in all cases shall give ample notice to the Owner to permit such inspection and tests to be performed before shipment is made.

The Owner shall have full power to reject any and all material or equipment which fails to meet the terms of the Specifications, and such material or equipment shall be removed promptly from the site. All material or equipment which develops defects during the life of the Contract which includes guarantee periods, either before or after erection, shall be removed notwithstanding that it may have passed the prescribed inspection and tests. Proper material shall be installed in lieu thereof at the Contractor's expense and replaced with acceptable materials or equipment meeting the said Specifications. Upon failure of the Contractor to comply with any order of the Owner pursuant to the provisions of this article, the Owner shall have authority to remove and replace defective materials and/or equipment and to deduct the cost of the removal and replacement from the monies due or to become due the Contractor.

## **7. SCHEDULE OF WORK**

The Contractor shall perform the Work pursuant to the Schedule.

## **8. SPECIFICATIONS**

The Specifications provide such details as are necessary to give a comprehensive idea of the Work to be performed and the materials and equipment to be provided. All Work, materials and equipment shall conform to the Specifications with the exception of such deviations as may be authorized by the Owner.

## **9. COORDINATION OF CONTRACT DOCUMENTS**

The Contract Documents are intended to describe the Work required by the Owner, and each document is an essential part of the Contract.

Conditions of permit requirements shall govern over all other documents; provided that their requirements exceed the requirements of said other documents. The Contractor shall make known to the Owner any apparent error or omission in the Contract Documents, and the Owner shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents.

Wherever conflicts occur between these General Conditions and other Contract Documents, these General Conditions shall take precedence over such other Contract Documents and shall be used in conjunction with them.

The Specifications are intended to indicate the type and quality of materials and equipment to be provided and Work to be performed, and items required by the Specifications shall be supplied.

In the event of conflict in the Specifications, the Owner or its representative shall decide the intent thereof. Wherever there may be a divergence in the Specifications as to materials and equipment, or any inconsistency between the Contract Documents and applicable standards, codes or ordinances, it shall be assumed that the material or equipment to be furnished shall be of the higher quality or greater quantity, or shall comply with the more stringent requirements unless otherwise ordered by the Owner.

The Specifications and written descriptions contained therein shall be the guide as to the kind of materials to be used. The particular grade or quality of the materials of the several kinds shall be as hereinafter specified.

#### **10. MEASUREMENTS**

The Contractor and any Subcontractors shall verify all measurements at the job site. Discrepancies between the dimensions indicated in the Specifications and the actual field measurements shall be brought to the immediate attention of the Owner for resolution before proceeding with the Work. The Contractor and each Subcontractor shall assume full responsibility for the accuracy of the measurements obtained at the Project site. Figured dimensions and marked data shall take precedence over scale measurements and details shall take precedence over smaller scale general drawings.

#### **11. SHOP DRAWINGS AND SAMPLES**

The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, any Shop Drawings, product data and samples required by the Contract Documents.

By approving and submitting Shop Drawings, product data and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, product data or samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, product data or samples by the Owner's approval thereof.

Shop Drawings and samples shall be properly identified with name and location of the Project, name of Contractor, name of the Project drawing number and date. Any letter of transmittal shall contain similar information.

Samples shall be submitted in ample time before the materials or equipment are installed to allow for possible rejection and resubmission. Any materials installed prior to the Owner's approval of Shop Drawings and samples shall be subject to rejection by the Owner.

## **12. COOPERATION BETWEEN CONTRACTOR AND ANY SUBCONTRACTORS**

The Contractor and any Subcontractors involved shall assume liability, financial or otherwise, in connection with its Contract, and shall protect and save harmless the Owner or his representatives from any and all damages or claims that may arise because of inconvenience, delay or loss experienced because of the presence and operations of other Subcontractors, if any, who may be working within the same area of the Project. The Contractor and any Subcontractors shall assume all responsibility for all Work not completed or accepted because of the presence and operations of the other Subcontractors.

The Contractor and any Subcontractors shall as far as possible arrange the provision of their Work, materials or equipment, and shall place and dispose of all materials or equipment being used, so as not to interfere with the cooperation of any other Subcontractors within the same area of the Project.

## **13. SUBCONTRACTORS**

A list of anticipated Subcontractors, if any, including their firm names, addresses and telephone numbers shall be furnished to the Owner. All Subcontractors to be used shall be approved by the Owner. If the Contractor sublets any part of the Work to be performed under this Contract, the Contractor shall not under any circumstances be relieved of his liabilities and obligations. Any Subcontractor will be recognized only in the capacity of an employee of the Contractor.

## **14. USE OF THE SITE**

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

## **15. COOPERATION WITH UTILITIES**

The Contractor shall notify all utility companies, public and private, in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

#### **16. SUPERINTENDENCE, CONTROL AND MANAGEMENT**

The Contractor shall keep a superintendent fluent in English on the job at all times who shall have the knowledge and control of all Work to be performed under this Contract. Although such supervisor is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work on site, the supervisor shall exercise professional skill, care and diligence in endeavoring to discover and promptly report to the Owner any defects or deficiencies in the Work of the Contractor or any Sub-Contractors, or their respective agents or employees, or any other person performing any of the Work for the Project. The Contractor shall have direct control and management of all construction operations, and shall be responsible to the Owner for the satisfactory overall performance of any suppliers and Subcontractors, in order that all provision of Work is properly coordinated and supervised.

#### **17. CHARACTER OF WORKERS**

The Contractor shall employ only competent and efficient laborers or mechanics, and whenever in the opinion of the Owner, an employee is careless, incompetent, obstructs the performance of the Work, acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Owner, discharge or otherwise remove such employee from the site and shall not reinstate such employee, except with the written consent of the Owner.

#### **18. PERMITS AND LICENSES**

The Contractor shall secure all required approvals from the Owner prior to the Contractor's permit application. Thereafter, the Contractor shall procure all permits, licenses, bonds, pay all required charges, taxes and fees, and give all notices necessary and incidental to the due and lawful performance of the Work. All costs involved shall be considered incidental to the Contract. The Contractor and its Subcontractors shall be responsible for scheduling the required inspections for their respective Work.

## **19. ABANDONMENT OR NEGLECT**

Should the Contractor abandon or neglect the performance of the Work, or if the Owner at any time is convinced that the conditions of the Contract are being willfully violated, executed carelessly, or in bad faith, the Owner 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 the performance of any Work under the Contract and the Owner shall have full authority to make arrangements for the completion of the Contract at the expense of the Contractor.

## **20. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY**

The Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or those of any Subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any Subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

## **21. WASTE MATERIAL AND CLEAN-UP**

At the completion of any 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.

## **22. FINAL CLEAN-UP**

Before final acceptance of the Work to be done under the Contract, the Contractor shall restore the job site to its original condition or better, and shall repair or replace all private and public property damaged, moved, or otherwise displaced in the construction of the improvement. No

additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract.

### **23. OWNER'S RIGHT TO CLEAN-UP**

If a dispute arises between the Contractor and any Subcontractors as to their responsibility for cleaning up as required, the Owner may clean up and charge the cost thereof to the Contractor.

### **24. INSPECTIONS**

The Owner shall have the right to inspect the Work, materials and equipment following completion of any Work performed, or any portion thereof, as soon as practicable after notification by the Contractor that the Work is completed. If the Work, materials or equipment are not acceptable to the Owner at the time of such inspection, the Owner shall inform the Contractor as to the particular defects to be remedied.

### **25. LAW TO BE OBSERVED**

The Contractor shall give all notices and at all times observe and comply with all federal and state laws, local laws, ordinances and regulations which in any manner affect the performance of the Work, and all such orders or decrees as exist at the present and which may be enacted later, by legislative bodies or tribunals having legal jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered.

If the Contractor observes that the Specifications are at variance therewith, it shall promptly notify the Owner or its representative in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the Work to be performed. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall bear all costs arising therefrom.

### **26. 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 Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. 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 Contract Performance. Pending final resolution of a Claim the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, 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. Claims for Additional Time: If the Contractor wishes to make Claim for additional time other than as established in the Schedule, written notice shall be given to the Owner 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. Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

G. The decision of the Owner or its representative as to any Claims made in writing and shall be final.

## **27. CHANGE ORDERS**

The Owner, without invalidating the Contract, may order changes in the Work, within the general scope of the Contract consisting of additions, deletions, alterations to the Specifications or other revisions; the Contract Sum being adjusted accordingly.

All such changes in the Work shall be authorized by a written change order and shall be performed under the applicable conditions of the Contract Documents.

The performance of Work which may result from any changes as specified shall not be started until receipt of a written authorization or order from the Owner, which authorization shall state the Work to be performed and the method of payment therefor.

The Owner shall have no obligation to compensate the Contractor for Work performed without such written change order.

## **28. COST OR CREDIT**

The cost or credit to the Owner resulting from a change in the Work to be performed shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

- B. By unit prices stated in the Contract Documents or subsequently agreed upon.
- C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- D. By calculation of the Owner in accordance with prevailing wages.

**29. PAYMENT**

- A. The Contractor shall be paid for regular Work performed on a monthly basis.
- B. The Contractor shall be paid for additional Work within thirty (30) days after the Owner receives an invoice for such Work.
- C. Payments Withheld: The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Owner from loss on account of:
  - 1. Defective Work, materials or equipment not remedied or replaced.
  - 2. Claims filed or reasonable evidence indicating probable filing of claims.
  - 3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
  - 4. Damage to any materials or equipment installed.
  - 5. Failure to provide partial or final waivers of lien or other acceptable evidence of payment of all current accounts incurred by the Contractor for equipment or materials provided
  - 6. Failure to provide payroll records as required under the Prevailing Wage Act.

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

- D. Substantiating Data: The Contractor warrants that title to all materials and equipment will pass to the Owner either by incorporation into existing equipment or upon the receipt of payment therefor by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment will be acquired by the Contractor, or by any other person performing Work or furnishing materials and equipment, 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 shall be submitted in duplicate, made out to the Owner and sent for consideration and approval before the last day of the month, with authorized payment to be made by the Owner within thirty (30) days thereafter. With each invoice, the Contractor shall include waivers of lien from all parties concerned, and voucher tickets for verification of any bulk materials delivered to the site.

### **30. LIENS**

In the event a lien is filed which is attributable to Work performed or materials or equipment provided hereunder by the Contractor, any Subcontractor, or material supplier, which is not attributable to non-payment by the Owner, 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.

### **31. CORRECTION OF WORK BEFORE FINAL PAYMENT**

If any tests or inspections indicate that the materials and/or arrangements of same do not conform with the requirements of the Specifications, the Owner shall have the right to require the removal and replacement of any unsatisfactory Work, materials or equipment or to require an adjustment in the Contract Sum to compensate the Owner for any differences between the specified Work as performed if the Work is acceptable to the Owner although not equal to that specified. The decision of the Owner or its representative on all such matters shall be final.

### **32. CORRECTION OF WORK AFTER FINAL PAYMENT**

The final payment at the end of the term of the Contract shall not relieve the Contractor of the responsibility for the correction of any and all defects in the Work performed or the materials or equipment installed. The Contractor shall correct all defects upon notice from the Owner thereof for a period of twelve (12) months after final payment.

### **33. GUARANTEES**

A. The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months after acceptance of the Work by the Owner, against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications. For this purpose, the Contractor shall document all areas of repair to the Owner with specificity.

B. A Maintenance Bond or Irrevocable Letter of Credit (if required) meeting the requirements set forth in the Instructions to Bidders shall be furnished by the Contractor to guarantee the Work performed, and the materials and equipment provided under the Contract.

C. The Contractor shall provide the Owner with manufacturer's warranties for all materials and equipment installed under the Contract.

#### **34. COMPLETION DATE**

When a completion date is specified in the Schedule, the Contractor shall complete all Work on or before the specified date, unless otherwise extended for good cause shown, including inclement weather or unavailability of parts. Time is of the essence in the Contract.

#### **35. DELAYS AND EXTENSIONS OF TIME**

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by any employee of Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Owner determines may justify the delay, then the time for performance of the Work pursuant to the Schedule shall be extended by Change Order for such reasonable time as the Owner may determine.

Any Claim for extension of time shall be made in writing to the Owner not more than ten (10) days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay, only one Claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

#### **36. FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail to complete the Work within the time specified in the Schedule, or within such extended time as may be allowed, the Contractor shall be liable to the Owner for all costs incurred and such other expenses as are directly attributed to the Contractor's failure to complete the Work within the specified time, and such amount shall be deducted from the monies due the Contractor not as a penalty but as damages sustained. In addition, the Contractor shall be charged One Hundred Fifty Dollars (\$150.00) per day the completion time established in the Schedule, for any such delay, as liquidated damages and not as a penalty, and by execution of the Contract, the Contractor agrees that this sum represents a reasonable estimate of damages to the Owner which are a result of such delay, which damages cannot be specifically ascertained.

#### **37. OWNER'S RIGHT TO TERMINATE**

The Owner may terminate the employment of the Contractor without prejudice to any other right and remedy upon notice to the Contractor that sufficient cause as outlined below exists to justify such action and after giving the Contractor and the Surety or sureties on the performance bond given by the Contractor, ten (10) days written notice.

The action may be taken for any of the following reasons:

- A.) If the Contractor becomes insolvent or is adjudged bankrupt, if it makes a general assignment for the benefit creditors, or if a receiver is appointed on account of its solvency.

- B.) If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials as specified.
- C.) If the Contractor fails to make prompt payment of monies due for materials, workers or Subcontractors.
- D.) If the Contractor persistently disregards instructions of the Owner, or violates laws and/or ordinances or regulations applicable to the Owner.
- E.) If the Contractor is guilty of a substantial violation of the Contract Documents.

Upon termination of the Contract, the Owner can take possession of all materials or equipment thereon owned by the Contractor and may arrange for the performance of the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment, except for payment for Work already performed.

The Contractor shall recover, as its sole remedy, payment for the Work properly performed in connection with the terminated Contract prior to the effective date of termination, and for materials and equipment provided at the site, and delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

If the unpaid balance of the Contract Sum exceeds the cost of performing the Work for the remainder of the Contract Term, including compensation for the Owner's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Owner and the obligation for payment shall survive the termination of the Contract.

### **38. NO WAIVER OF LEGAL RIGHTS**

The Owner shall not be precluded or stopped from showing the true amount and character of the Work performed, or that the Work, materials or equipment do not conform in fact to the Contract. The Owner shall not be precluded from recovering from the Contractor and its Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Owner nor any representative of the Owner, nor any payment made to the Contractor, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damage therein provided. A waiver of any breach of the Contract shall not be held to a waiver of any other or subsequent breach.

### **39. DISPUTES**

No disputes arising hereunder shall be subject to arbitration. The Contractor shall recover, as its sole remedy, payment for Work properly performed in connection with the terminated Contract

prior to the effective date of termination, and for materials or equipment properly ordered, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

#### **40. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT**

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, 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 status, 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.

B. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the 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 status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service.

C. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any Work to be performed under this Contract so that such provisions will be binding upon each Subcontractor; provided that the foregoing provisions shall not apply to Contracts or Subcontracts for standard commercial supplies or raw materials.

#### **41. DAMAGES CAUSED BY OWNER**

If the Contractor suffers any injury or damage to person or property because of an act or omission of the Owner, the Owner's employees or agents, or another for whose acts the Owner is legally liable, any claim shall be made in writing in the form of a Request for Change Order within seven (7) days after such injury or damage is or should have been first observed. Any and all Claims not made within seven (7) days are barred, waived, released and discharged.

#### **42. CONTRACTOR'S COMMITMENT TO SOUND BUSINESS PRACTICE**

The Contractor accepts the relationship of trust and confidence established between it and the Owner by the Contract. The Contractor agrees to perform the Work set forth in the Contract in

the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner, and agrees to furnish efficient business administration and superintendence.

**43. THIRD PARTIES**

Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of any and all Subcontracts and purchase orders and of the agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into any Subcontracts, supply agreements and purchase orders.

**44. ASSIGNMENT**

The Contractor shall not assign the Contract, or sublet or transfer any interest therein, without the written consent of the Owner, nor shall the Contractor assign any moneys due to or to become due hereunder, without the previous written consent of the Owner.

**45. GOVERNING LAW AND JURISDICTION**

This Contract shall be governed by the laws of the State of Illinois, and jurisdiction shall be appropriate only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**END OF SECTION**

## Certifications

**CERTIFICATE OF COMPLIANCE**  
**720 ILCS 5/33E-1 *et. seq.*, and 65 ILCS 5/11 -42.1-1**  
**OAK BROOK PARK DISTRICT**  
**TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

\_\_\_\_\_, the Contractor under a certain Contract dated \_\_\_\_\_, 2015, with the Oak Brook Park District for the Tennis Center Roof and Gutter Repair 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE  
DRUG FREE WORKPLACE ACT  
OAK BROOK PARK DISTRICT  
TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

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\_\_\_\_\_, the Contractor under a certain Contract dated \_\_\_\_\_, 2015, with the Oak Brook Park District for the Tennis Center Roof and Gutter Repair 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 \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT  
OAK BROOK PARK DISTRICT  
TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

I, \_\_\_\_\_(name of signatory), on oath hereby state and certify that \_\_\_\_\_ (name of Contractor), pursuant to a Contract dated \_\_\_\_\_, 2015, with the Oak Brook Park District for the Tennis Center Roof and Gutter Repair 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 \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

**SUBSTANCE ABUSE PREVENTION CERTIFICATE**  
**(820 ILCS 265/1, *et seq.*)**  
**OAK BROOK PARK DISTRICT**  
**TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

I, \_\_\_\_\_ (name of signatory), on oath hereby states and certifies that \_\_\_\_\_ (name of Contractor), pursuant to a Contract dated \_\_\_\_\_, 2015, with the Oak Brook Park District for the Tennis Center Roof and Gutter Repair 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

## Specifications

## **Specifications for the Tennis Center Roof and Gutter Repair Project**

### **Contractor's Supervision or Work and Reporting to Owner Required**

During the project execution contractor shall have a supervisor overseeing the project to ensure the work is completed in accordance with the specifications. Although such supervisor is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on site, the supervisor will exercise professional skill, care and diligence in endeavoring to discover and promptly report to the Owner any defects or deficiencies in the work of the contractor or any subcontractors, or their respective agents or employees, or any other person performing any of the work for the Project. On days of Work, the Supervisor shall report daily to the Owner the status of the Work.

### **Base Bid**

#### **Roof work**

1. Complete seaming of all standing seams roof panels in all areas
2. Inspect all roof penetrations and seal as needed (already identified areas: gas pipe penetration by court # 8, chimney flashing, snow guard screw holes by court #5, flashing by court #5 north-east corner), inspect and seal as needed all flashing on parapet walls.
3. Install approximately 470' (all north courts #1-4 and south courts #5-8 ends plus 20 panels at court #8 north) of S-5 ColorGard snow rails by manufacturer's specifications to match existing roof color: 3 rows of assembly with a S-5-H or S-5-S clamp on every seam, 1 SnoClip per panel on the bottom row.
4. A warranty of all areas of repair shall be provided by the contractor, including, but not limited to, areas immediately adjacent to such areas of repair. Contractor shall document all areas of repair with specificity.

### **Alternate 1:**

#### **Gutters and downspouts work**

1. North side, courts 1-4: install new gutters ~230 ft (including above door #10) and 7 pieces of 6"x6" downspouts (~ 20 feet long each)
2. Practice wall area: fabricate and install new perforated gutter shield ~100 ft (including above door #10) to protect from balls going into the gutters
3. Building entrance area including above building sign: install new gutters ~85 ft and 3 pieces of 6"x6" downspouts (~ 20 feet long each) plus additional 10ft of downspout extension, install plastic snow guards in a 15 ft roof area
4. Building entrance, west side after building sign: unclog and seal repair ~ 90ft of gutters and downspouts

5. Back entrance: unclog and seal repair ~ 40ft of gutters and downspouts, install ~10ft of new gutters and add 8" buss bar hangers every 6 inches above the double doors.
6. Concession stand area, west side: unclog and seal repair ~ 110ft of gutters and downspouts
7. South side, court 5: install new gutters ~15 ft and 1 piece of 6"x6" downspout (~ 20 feet long)
8. East side courts 5-8: unclog and seal repair ~ 200ft of gutters and downspouts
9. South side, court 8: install new gutter ~15 ft and 1 piece of 6"x6" downspout (~ 20 feet long)
10. Racquetball area, east side: unclog and seal repair ~ 130ft of gutters and downspouts

All new gutters and downspouts should match existing roof color. All existing and new gutters should have all seams and end caps sealed, new and sealed gutters must be leak free guarantee for 1 year.

### **Alternate 2:**

#### **Limestone coping metal cap**

1. Install metal cap on limestone coping for a total of approximately ~450ft in 3 different areas:
  - a. North/West, court 1
  - b. South/West, court 5
  - c. South/East, court 8

Provided on the next 5 pages are pictures of the identified roof areas to be sealed. Contractor shall perform an inspection of the roof to determine other areas requiring repair. Contractor shall specifically document all areas in which work was performed.



Chimney Flashing Area



Flashing by Court 5 Area





Gas Pipe Penetration Area



Sample of Flashing by Parapet Walls



Snow Guard Screw Holes by Court 5

## Bid Proposal Forms

**BID PROPOSAL FORM  
OAK BROOK PARK DISTRICT  
TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

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

FROM: \_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
STREET ADDRESS

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

\_\_\_\_\_  
PHONE

**FOR:** Tennis Center Roof and Gutter Repair Project

In accordance with the contract documents, said contract documents being: Instructions to Bidders; this Bid Proposal Form, including Alternates, the List of Subcontractors and the Bidder's Reference List attached thereto, subject to the Owner's acceptance of specified Alternates; the Specifications for the Tennis Center Roof and Gutter Repair Project; the Agreement Between Owner and Contractor; the General Conditions; 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 Tennis Center Roof and Gutter Repair 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 a Contract 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 awarded by the Park District based on the prices stated in this Bid Proposal, including Alternates, subject to the Park District's selection of specified Alternates for award.**

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 shall be commenced upon execution of the Agreement by both parties. The Contractor shall complete all Work on or before November 25, 2015, unless the time for performance of the Work is otherwise extended by agreement of the parties pursuant to the General Conditions.

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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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 #: \_\_\_\_\_

**Bid Proposal**

Base Bid Roof Work: \$ \_\_\_\_\_

Alternate 1

Gutters and Downspouts Work: \$ \_\_\_\_\_ per foot for installation

\$ \_\_\_\_\_ per foot for unclog and seal repair

\$ \_\_\_\_\_ total

Alternate 2

Limestone coping metal cap: \$ \_\_\_\_\_ per foot

\$ \_\_\_\_\_ total

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

Date: \_\_\_\_\_

## **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 accordingly.

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 Tennis Court Roof and Gutter Repair Project.

1. 

---

Name of Park District, School District, Municipality or Business  
  

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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

**WAIVER AND RELEASE OF LIABILITY FOR SITE VISIT DURING**  
**MANDATORY PREBID MEETING**

**WAIVER AND RELEASE OF LIABILITY FOR SITE VISIT DURING MANDATORY  
PREBID MEETING, OCTOBER 1, 2015, 11:00 A.M.**

WHEREAS, the Oak Brook Park District (the "District") is a public entity in Illinois and has promulgated a "Tennis Center Roof and Gutter Repair Project Bid Packet" for which bids will be opened on October 8, 2015 at 11:00 a.m. at the District's Family Recreation Center at 1450 Forest Gate Road, Oak Brook, Illinois; and

WHEREAS, the District is requiring potential bidders for the work involved in the Tennis Center Roof and Gutter Repair Project (the "Project") to participate in a mandatory site visit and bid specifications discussion meeting (the "Site Visit"), so that such potential bidders can better understand the work involved in the Project and present reasonable proposals for the Project; provided that the District will not undertake to assume the risk of any liabilities to any potential bidder or to any third party, by virtue of any actions of any such potential bidder or the District during such Site Visit; and

WHEREAS, the undersigned potential bidder (the "Bidder") intends to participate in the Site Visit, and acknowledges that there are possible risks and dangers associated with walking on the roof, and with its participation in the Site Visit, and the Bidder agrees to assume such risks and dangers on the terms and conditions herein set forth, in consideration of the opportunity to understand the scope of the work involved in the Project and be able to present a reasonable proposal to the District for such work,

NOW, THEREFORE, in consideration of the District allowing the Bidder to participate in the Site Visit, the Bidder hereby agrees to the following terms and conditions:

A. That the Bidder will participate in the Site Visit as scheduled in the Invitation to Bid provided by the District, and will not seek to view the roof of the District's Tennis Center at any other time.

B. That the Bidder will remain with the group participating in the Site Visit and under the supervision of the District employee conducting the Site Visit, shall follow the instructions of the District employee conducting the Site Visit, and shall use all due care in any actions taken by the Bidder during the Site Visit, and under no circumstances shall the Bidder place himself/herself or other participants in the Site Visit in a position where he/she or any such person would be in danger of bodily harm.

C. That the Bidder shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, liability, personal injury, property damage, claim, cost or expense, including attorneys' fees, which may be incurred directly or indirectly as a result of the participation of the Bidder in the Site Visit, and hereby releases and covenants and agrees not to sue the District or any of its officers, agents or employees for any such loss, liability personal injury, property damage, claim, cost or expense, including attorneys' fees, which may be suffered or incurred by the Bidder by reason of the actions of the District or its officers, agents and employees, or any other Site Visit participant.

D. That nothing herein contained shall confer any rights on the Bidder or any third party or on the heirs or personal representatives of the Bidder.

Should any section, paragraph, clause, sentence or provision of this waiver be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect, impair, invalidate or nullify the validity of the remainder of this waiver as a whole, or any part thereof, other than the part so adjudged to be invalid.

This waiver shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email Address

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2015.

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

Accepted:  
Oak Brook Park District

By: \_\_\_\_\_  
Executive Director

# AGREEMENT

**AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND  
(NAME OF CONTRACTOR) FOR THE  
TENNIS CENTER ROOF AND GUTTER REPAIR PROJECT**

---

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Oak Brook Park District (the "Owner") and **(name of contractor)** (the "Contractor"),

**WITNESSETH:**

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

**ARTICLE I: SCOPE OF WORK**

The Contractor shall perform all Work required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the Work required for the Tennis Center Roof and Gutter Repair Project for the Owner (the "Project"), all in strict accordance with the Contract Documents, as identified in Article V 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: TIME OF COMMENCEMENT AND COMPLETION**

The Work under this Agreement shall be commenced upon execution of this Agreement by both parties hereto. The Contractor shall complete all Work on or before November 25, 2015, unless the time for performance of the Work is otherwise extended by agreement of the parties pursuant to the General Conditions.

**ARTICLE III: THE CONTRACT PRICE**

The Owner will pay and said Contractor agrees to accept the Contract Price of **(state 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 V of this Agreement, and within the time stated in Article II of this Agreement.

**ARTICLE IV: PAYMENT**

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Agreement.

## **ARTICLE V: COMPONENT PARTS OF THIS AGREEMENT**

This Agreement consists of the following component parts (the "Contract Documents"), all of which are as fully a part of this Agreement as if herein set out verbatim, or if not attached, as if attached hereto:

1. Addenda, if any (none unless indicated here) \_\_\_\_\_
2. Instructions to Bidders
3. Contractor's Bid Proposal dated \_\_\_\_\_, 2015, including Alternates, the List of Subcontractors and the Bidder's Reference List attached thereto, subject to Owner's acceptance of specific Alternates.
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
6. General Conditions
7. Specifications for the Tennis Center Roof and Gutter Repair Project

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the interpretation of the Owner's representative.

## **ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS**

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 Substance Abuse Prevention on Public Works Projects Act, 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.

## **ARTICLE VII: MISCELLANEOUS PROVISIONS**

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, representatives or subcontractors shall, in no sense, be deemed employees of the Owner, it being specifically agreed that with respect to the Owner, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this Agreement without written consent of the Owner. The Owner shall be entitled to approve all subcontractors. Nothing

contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with the Work covered by this Agreement as provided by law.

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.

**OWNER:  
OAK BROOK PARK DISTRICT**

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

Attest: \_\_\_\_\_  
Its Secretary

**CONTRACTOR:  
(NAME OF CONTRACTOR HERE)**

By: \_\_\_\_\_  
(Print name of signatory and title)

Attest: \_\_\_\_\_  
Its Secretary



## PREVAILING WAGE

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.

**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 15<sup>th</sup> day of June, 2015**

**AYES:** Truedson, Tan, Carson

**NAYS:** Trombetta

**ABSENT:** Knitter

**APPROVED:**

Kathleen J. Carson  
**President**

**ATTEST:**

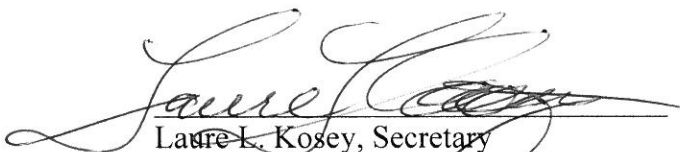
James J. Carson  
**Secretary**

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	
PI PEFITTER		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 &amp; Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F&gt;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 &amp; 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".