

# **Request for Bid Documents**

# **Sunset Meadows Park Protective Netting Improvements**

Bids are due Tuesday, May 17, 2016 at 11:00 am at the Arlington Heights Park District Administrative Offices
410 N. Arlington Heights Road
Arlington Heights, Illinois 60004

May 6, 2016

# **BID NOTICE**

The Board of Park Commissioners of the Arlington Heights Park District, Arlington Heights, Illinois, invites bids for the Sunset Meadows Park Protective Netting Improvements for the Arlington Heights Park District. The scope of work includes: furnishing and installing a twenty-foot (20') high by 816' long Protective Netting System according to plans and specifications. Sealed proposals will be received at the Arlington Heights Park District office at 410 N. Arlington Heights Road, Arlington Heights, Illinois until 11:00am on Tuesday, May 17, 2016, at which time bids will be publicly opened.

Bid documents, including Plans and Specifications required for bidding purposes will be available no later than 11:00am on May 6, 2016 for download from the park district website www.ahpd.org. No plan deposit is required to obtain bid documents. The pre-bid meeting for this project is scheduled for May 12, 2016 at 10:00am at Sunset Meadows Park.

All bidders are required to furnish a Bid Bond, Cashier's Check or Certified Check for 10% of the total base bid amount at the time of bidding. No bids will be withdrawn without the written consent of the Arlington Heights Park District. If a Bid is withdrawn, the Bidder will not be permitted to submit another Bid for the same Project. Only bids in compliance with the provisions of the Bid Documents will be considered. The successful bidder will be required to furnish a satisfactory Performance Bond and Labor and Material Payment Bond for the total contract amount.

This is a Prevailing Wage Schedule project and the contractor and all subcontractors are to pay the prevailing wage for Cook County for the life of the project and are responsible for keeping up with all changes in accordance with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/5 with amendments to sections 5, 6, and 11a effective 1/1/2012).

The Board of Park Commissioners of the Arlington Heights Park District reserves the right to reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful Bidder against the Arlington Heights Park District. Bids will be considered firm for a period of sixty days (60) days.

By Order Of: Board of Park Commissioners Arlington Heights Park District

Published: May 6, 2016 - Daily Herald Newspaper

# **INSTRUCTIONS TO BIDDERS**

The Arlington Heights Park District shall receive written bids for furnishing and installing a new Protective Netting system at Sunset Meadows Park, located at 700 S. Dwyer Avenue, Arlington Heights, at the Arlington Heights Park District Administration Center, 410 N. Arlington Heights Rd., Arlington Heights, IL 60004 until **May 17, 2016.** A contract will be awarded by the Executive Director of Parks and Recreation upon the recommendation of the Director of Parks and Planning conducting the bid. The Arlington Heights Park District reserves the right to waive any informality in the bids received according to its own judgment.

# **DEFINITION OF TERMS**

Throughout this bid document, the following terms shall be used:

- **Bidder -** Any individual, firm, company or corporation submitting a proposal as a quote on the designated item(s) or **project.** 
  - **Contractor** Any individual, firm, company or corporation whose quote is accepted by the Arlington Heights Park District for the item(s) or project.
    - **Director** The Executive Director of Parks and Recreation of the Arlington Heights Park District or his designated representative.
- Park District The Arlington Heights Park District of Cook and Lake Counties, Illinois.

# **FORMS**

- 1. Bids shall be submitted only on the Bid Form provided.
- 2. Bid Form shall be completed in full and all total prices stated therein shall be the total cost of all work as indicated in plans and specifications for this project.
- 3. The Arlington Heights Park District reserves the right to accept or reject any or all bids or portions thereof and to waive any technicalities.
- 4. Bids can be accepted by drop-off or through mail. Bid must be addressed/marked "Sunset Meadows Park Protective Netting Bid". Bidder's company name should be indicated on the correspondence and addressed to **Bid Dept.**
- 5. All bids submitted will be considered firm for a period of **60** days from the opening date unless a written statement to the contrary is attached.
- 6. All bids submitted will be accepted at face value. Errors and omissions will be interpreted as to the intent of the bidder in each case.
- 7. All bids will contain the proposed delivery date for the materials.

# **CORRECTIONS/WITHDRAWAL**

If an error is found in the bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing. No bid may be withdrawn or canceled after the closing time for receipt of bids and for a period of sixty (60) days thereafter.

# **TRADE NAMES**

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Bidder shall bid upon the item so identified. If the specifications state "or equal," quotes on other items will be considered, provided the Bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

The Park District shall have the right to approve or reject as an equal, any article the Bidder proposes to furnish which contains variations from the specifications.

# **PRICE**

Bidder must specify unit prices as well as the aggregate price, unless otherwise specified. Failure to specify unit prices when required may result in bid rejection.

# **DELIVERY CHARGES**

All bid prices should include both shipping and delivery charges. These charges shall be freight (F.O.B.) to the Park District. Delivery should be to a desired point within the Park District unless otherwise stated in the bid. Any variation from the advertised terms should be clearly stated in the Bidder's proposal.

# **OMISSIONS AND DISCREPANCIES**

Should a Bidder find discrepancies in, or omissions from bid documents, he should, at once, notify the Arlington Heights Park District which then may send a written instruction to all Bidders. <u>No oral interpretation</u> by the Park District will be binding; only instruction in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than three working days prior to the date set for receipt of bids.

# **BIDDER'S KNOWLEDGE**

Before submitting proposals, Bidders shall visit the site upon which the work is to be executed in order to familiarize themselves with the existing conditions and fully understand the nature and scope of the work. Such an examination will be presumed and no allowances will be made to the Bidder for extra labor or materials required, or on account of any difficulties encountered which might have been foreseen had examination been made. Inspections may be arranged by contacting the staff member listed as the contact person on the cover page.

# **PAYMENT AND PERFORMANCE BONDS**

Each bond shall include the following provision: "The obligations of this bond extend to the guarantee of the faithful performance of the prevailing wage clause, as provided by contract or other written instrument, in compliance with the Prevailing Wage Act, 820 ILCS 130/1 et. Seq." (Sec. 4c). (New: Sec 4(c) effective January 1, 2010, this section applies to subcontractors as well so when applicable, substitute contractor for subcontractor. Within ten (10) calendar days of being awarded the Bid, the Bider shall be required to providea Labor and Material Payment Bond, and a Performance Bond each in the total amount of the contract sum (100%). The bond shall guarantee faithful performance of all the provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement and payment of the prevailing wage. It shall also fully guarantee the performance and replacement of all material and equipment, including labor, for a period of one year after final acceptance of the project by the Director.

# EXECUTION OF CONTRACT, LABOR AND MATERIAL PAYMENT BOND, AND PERFORMANCE BOND

It is the intent of the Park District to accomplish as much of this work possible within a limited budget. It is therefore conceivable that some bid items may be omitted from the agreement.

# **ACCEPTANCE OR REJECTION OF BIDS**

The Park District reserves the right to reject any or all bids, to award a contract for only a portion of the bid work, waive informalities or technicalities in any bid, and accept any bid it deems to be in its best interest. The Park District may consider such factors as bid price, delivery guarantee, experience and responsibility of bidder, methods of construction and similar factors in determining which bid it deems to be in its best interest. The successful bidder/bidders shall enter into a written agreement with the Arlington Heights Park District within ten (10) calendar days after notification of acceptance of the proposal. The agreement included herewith shall be executed for performance of the work ahead.

# **GUARANTEE**

The Bidder shall guarantee, in writing, that all materials and workmanship are free from defects and will remain so free for a period of at least one year after completion of the work. He shall further agree to replace all defective materials furnished under this agreement for a period of one year from the date of final acceptance, at no additional charge to the District.

# **PARK DISTRICT RIGHT**

The Park District at all times reserves the right to reject any and all bids submitted hereunder, or accept any bid or combination of bids in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

# **INDEMNIFICATION**

The Contractor shall indemnify and save harmless the Arlington Heights Park District from and against any and all claims, costs, damage and demands resulting from injuries or death or damage to property alleged to have arisen as a result of or connected with the performance of work under the agreement by the Contractor or his Subcontractor. The Contractor shall defend the Arlington Heights Park District against any actions based thereon and shall pay all fees of attorneys and all costs and other expenses arising therefrom.

# **INSURANCE**

Contractor shall maintain throughout the agreement, as a minimum, the following insurance policies set forth by PDRMA and contained in it's entirety on Attachment AI.

The District shall be named as additional insured under the commercial general liability coverage. This insurance shall apply as primary insurance. Any other insurance or self insurance maintained by the District shall be excess of Company's insurance and shall not contribute with it.

The Contractor awarded the quote shall furnish to the District a copy of a certificate of insurance made in favor of the Arlington Heights Park District and the Contractor.

# **TAX EXEMPT**

This work is being done under the auspices of the Arlington Heights Park District and therefore is exempt from the Illinois sales tax and the Regional Transportation Authority sales tax. The proposal shall not include any costs for these taxes.

# **DELIVERY AND STORAGE**

The Contractor shall notify the Park District of any and all deliveries of materials to the project site at least 48 (forty-eight) hours prior to such deliveries.

All materials to be used for this project shall be clearly marked and may be delivered to and stored in the areas at the job site as designated by the Park District. Materials shall be stored in such a manner as not to interfere with the normal movement of pedestrian and vehicular traffic. The Park District assumes no liability for providing storage areas for materials.

#### **USE OF PREMISES**

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the Park District.

# **CLEAN-UP**

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from

this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

# **SITE PROTECTION**

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

# **DAMAGE TO OTHER WORK**

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

# **WORKING HOURS**

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Work during other hours will be allowed only on an emergency basis and as authorized by the Park District. The Contractor will be allowed to commence immediately upon execution of the agreement documents and issuance of all pertinent permits.

# TIME OF COMPLETION AND WORK SCHEDULE

The Contractor, as a part of the bid, shall prepare and submit an Estimated Schedule for the work. The schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who the project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

# FINAL ACCEPTANCE OF WORK

The Contractor shall take all reasonable measures to protect work in progress. Any damage done to work in progress, including, without limitation, damage caused by weather conditions, flooding, animals, vandalism, negligence and accident, shall be the Contractor's responsibility. Upon completion, work shall be inspected by the Director or his designated representative before being formally accepted as proper, complete and undamaged.

# **PAYMENT**

As required by the IRS, a **W-9 Request For Taxpayer Identification Number and Certification Form** must be submitted to the accounting department prior to releasing payment for the project. The form and instructions are located at the back of this document.

#### COMPENSATION

Payment shall be made within **30 days** after delivery of and acceptance by the Arlington Heights Park District

# **COMPLIANCE WITH LAW**

The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

# **COMPLIANCE WITH ADA**

In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the Request for Quotes do comply with the American with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. All costs of compliance with said statues, rules and regulations in effect at the time the contractor submitted its quote have been included in the contract price.

# **FAIR LABOR**

The work of this project shall be subject to rules and regulations of the Illinois Fair Employment Practices Committee regarding equal employment opportunities.

# PREVAILING WAGE ACT AND EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

http://www.illinois.gov/idol/LawsRules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

It shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. A failure to post a prevailing wage rate as required by this Section is a violation of the Act.

A signed, certified transcript of payroll will be required upon completion of the contract prior to payment. The contractor shall also supply a certified transcript of payroll for any subcontractors involved in contract.

**END OF SECTION** 

# **OBLIGATIONS OF SUCCESSFUL BIDDER**

- 1. The successful bidder shall abide by and comply with all applicable local and state laws relating to fair employment practices and prohibiting discrimination in contracts involving public funds or the construction or development of public buildings, works or facilities.
- 2. The successful bidder shall abide by and comport with all local and state laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- 3. The successful bidder must comply with the provisions of the Illinois Human Rights Act ("Act") dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105), including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the bidder upon request.
- 4. The successful bidder must comply with the provisions of the Illinois Substance Abuse Prevention on Public Works Act

**END OF SECTION** 

# **BID FORM**

ARLINGTON HEIGHTS PARK DISTRICT 410 N. ARLINGTON HEIGHTS ROAD ARLINGTON HEIGHTS, IL 60004 (847) 577-3000

5/12/2016, 10AM @ SITE5/17/20167/15/2016\_Voluntary PRE-BIDBIDS DUEFINAL COMPLETION DATEMEETING

Bids will be received by the Arlington Heights Park District until 11:00 AM on May 17, 2016 and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Arlington Heights Park District Administration Center

410 N. Arlington Heights Road Arlington Heights, IL 60004

The Contractor shall commence work no later than **June 20**, **2016**, and perform all work on a regular full-time basis during weekdays until final completion.

# A. ACKNOWLEDGEMENTS/CHECKLIST

forth in those decuments	, ,		J
□ Yes		□ No	
		Yes	No
Bid Notice			
Obligations of Successful Bidder			
B. Proposal Form & References			
C. Addenda			
D. Affidavit of Experience			
E. Anti-Collusion Affidavit			
F. Contractor's Certification			
G. List of Subcontractor's & Supplies			
H. Written Sexual Harassment Policy Certification			
J. Legal Compliance and Insurance Agreement			
Technical Specifications			
• •			
F-2: Fence Details & Alternates			
	Identification of Documents Received: The following is a checappear in the Bid Documents. Please complete the checklist any of the documents have been omitted.  Bid Notice. Instructions to Bidders. Obligations of Successful Bidder. Bid Form B. Proposal Form & References. C. Addenda. D. Affidavit of Experience. E. Anti-Collusion Affidavit F. Contractor's Certification. G. List of Subcontractor's & Supplies H. Written Sexual Harassment Policy Certification I. Exhibit of Written Sexual Harassment Policy. J. Legal Compliance and Insurance Agreement. K. Illinois Drug Free Workplace Statement L. Substance Abuse Prevention Form. M. Prevailing Wage Notification N. References. O. Sample Contract/Agreement Technical Specifications Insurance Requirements Cook County Prevailing Wage for July 2015. W-9 Taxpayer Identification Drawing Set F-1: Fence Layout Plan View.	□ Yes    Identification of Documents Received: The following is a checklist of appear in the Bid Documents. Please complete the checklist and co any of the documents have been omitted.    Bid Notice	Yes

1. Receipt of Documents: Bidder has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set

#### **B. PROPOSAL FORM**

The undersigned as a Bidder declare that he/she has carefully examined the plans and specifications. including the detailed drawings and specifications and all instructions and statement of requirements, and that he/she is fully familiar therewith; and having carefully examined the site and completely familiarized with local conditions affecting the cost of the work: hereby states that he/ she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings for the construction of above project in Arlington Heights, Illinois as prepared by the Arlington Heights Park District; and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the total of the unit prices in the amount as listed herein. The quantities indicated above are approximate and intended as a guide for bidding purposes. These agreed to unit prices are being provided should field conditions, as determined by the engineer and park district representative, require an increase in the scope of project work. The Contractor is responsible for all CPSAC, ASTM, and State of Illinois regulations that ensure the proper and safe installation of the equipment. The Arlington Heights Park District reserves the right to eliminate sections of this bid, which is not favorable to its best interest. The contractor shall field verify the location and depth of buried site utilities prior to starting this project. Substitution of a product material or equipment of like quality by another manufacturer/supplier as an equal or better must receive written approval from the owner no less than five work days before bids are due. In writing the owner will notify the requester and all other bidders of the additional approved items. Field adjust where need upon written approval of owner.

# **Base Bid**

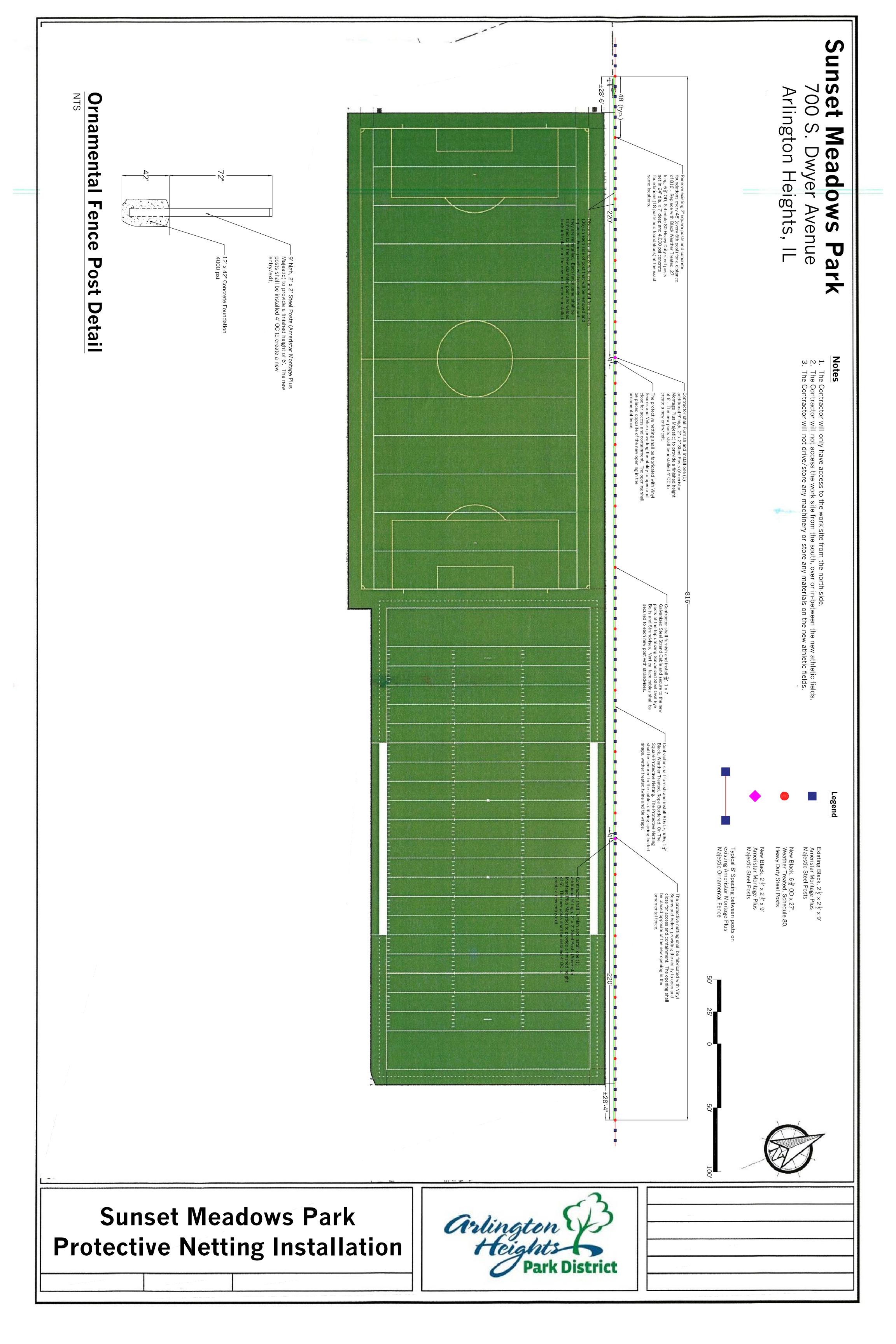
Item	Fencing Installation	Qty	Unit	Price/unit	Total
1	Provide Engineered Drawings containing the Illinois state PE seal for the new system.	1	SET	N/A	\$
2	Remove existing Ornamental Fence Panels to provide access to new post hole locations. Trim to size and Re- Install Panels once new posts and netting are installed according to plans and specifications.	36	EA	\$	\$
3	Furnish and Install all necessary materials for a new 20' high, 18-Pole Protective Netting System according to plans and specifications. Color: Black	816	LF	\$	\$
4	Furnish and Install new ornamental fence posts including concrete foundations, to create a new 4' wide opening in existing ornamental fence according to plans and specifications.	2	EA	\$	\$

Total Base Bid \$	
Total Base Bid in Writing	

	The bidder hereby agrees to provide all labor, materials, tools and equent complete project construction in conformance with the terms of the Bid	
Signature:		-
Date:		
Printed Na	me:	
Title:		
Company N	Name:	
Address: _		-
_		_
Phone:		_
Fax:		_
Email:		_

parameters.

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said



# C. ADDENDA

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:		
	Signature	Title
ADDENDUM NO. 2:		
	Signature	Title
ADDENDUM NO. 3:		
	Signature	Title
ADDENDUM NO. 4:		
	Signature	Title
ADDENDUM NO. 5:		
	Signature	Title

D. AFFIDAVIT OF EXPERIENCE (This A	ffidavit must be executed)
STATE OF	)
COUNTY OF	) SS )
	, being duly sworn, says that he/she is
(printed name)	
of	
(sole owner, member of firm, corporate off	(individual, firm, corporate name)
	ons projects for the following parties of or the general kind er this Contract? Submit at least three (3) references for two (2) years.
Company/Agency Name:	
Contact Person/Title/Phone:	
Contract Total:	Dates of Service:
Company/Agency Name:	
Contact Person/Title/Phone:	
Contract Total:	Dates of Service:
3. Company/Agency Name:	
Contact Person/Title/Phone:	
Contract Total:	Dates of Service:
and that	will be assigned to work under this Contract,
and that his experience in this kind of work	
(Signature)	<del></del>
I, the undersigned, a notary public in and f	or the State and County aforesaid, hereby certify that
	eared before me this day in person and, being first duly sworn ted the foregoing certification as his/her free act and deed.
Dated: Notai	ry Public:

\*\*SEAL\*\*

# **E. ANTI-COLLUSION AFFIDAVIT**

	being first duly sworn, deposes and says:
That he is of	
That he is of (Partner, Officer, Owner, etc.)	(Contractor)
said Bidder has not colluded, conspired, connived or a to put in a sham bid or to refrain from bidding, and h agreement or collusion, or communication or confe	t such bid is genuine and not collusive, or sham; that agreed, directly or indirectly, with any Bidder or person, has not in any manner, directly or indirectly, sought by rence with any person; to fix the bid price element of any advantage against any other bidder or any person
The undersigned certifies that he is not barred from the violation of State laws prohibiting bid-rigging or b	bidding on this contract as a result of a conviction for id-rotating.
(Name of Bidder if the Bidder is an Indiv (Name of Partner if the Bidder is a Partn (Name of Officer if the Bidder is a Corpo	ership)
I, the undersigned, a notary public in and for the Sta	ate and County aforesaid, hereby certify that
appeared before oath, acknowledged that he/she executed the foreg	me this day in person and, being first duly sworn on oing certification as his/her free act and deed
this day of	20
Notary Public:	
	**SEAL**

# F. CONTRACTOR'S CERTIFICATION

	as a	
(Printed name of Vendor)	(Individu	al, Partnership, Corporation)
from bidding on the above ref		eby certifies that the Contractor is not barred violation of either Section 33E-3 Bid-rigging de of 1961, as amended.
Ву:		
Title:		
Date:		
STATE OF ILLINOIS COUNTY OF	SS )	
		county aforesaid, hereby certify that
		day in person and, being first duly sworn or ification as his/her free act and deed
this	day of	20
Notary Public:		
		**SFAI **

SERVICE W/P-W 05/05/2016

# **G. SUBCONTRACTORS & SUPPLIERS**

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors/Address	Work Assignment/Phone	Work Assignment/Phone		
	·			
Suppliers/Address/Phone	Material			
	1			

Add additional sheets, as necessary, for more sub-contractors and vendors.

# H. WRITTEN SEXUAL HARASSMENT POLICY CERTIFICATION

The undersigned bidder hereby represents and certifies to the Arlington Heights Park District, Cook County, Illinois, that it either (i) has adopted and implemented a written sexual harassment policy which complies with the requirement of Section 2-105 (4) of the Illinois Human Rights Act (775 ILCS 5/2-105 (A) (4) or (ii) in the event the undersigned bidder has not heretofore adopted and implemented such a written sexual harassment policy, then by submission of any bid to Arlington Heights Park District it does thereby expressly adopt as its own sexual harassment policy, effective the date of submission of such bid, that policy set forth on and contained in Exhibit H attached hereto and by this reference incorporated herein and made a part hereof.

Dated this	day of	, 20
Contractor:		
By:(Authorized Represe		
Title:		

#### I. EXHIBIT OF WRITTEN SEXUAL HARASSMENT POLICY

# **Policy**

It is the policy of	(Bidder) that no employee of
it shall be subject to sexual harassment.	, , ,

# Illegality

Sexual harassment is a form of sexual discrimination and is illegal.

#### **Definition of Sexual Harassment**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

# **Descriptions of Sexual Harassment**

Descriptions of forms of sexual harassment are as follows and are not all-inclusive (Levin & Funkhouse, Ltd.)

<u>Example 1:</u> A male supervisor suggests to a female subordinate that the best way to get ahead in the district is to make him happy. He tells her that she could really go places if she has sexual relations with him.

<u>Example 2:</u> A female supervisor makes repeated advances to her male assistant. He gives in to her advances and winds up having sexual intercourse with his supervisor about 40 or 50 times, sometimes in the workplace and sometimes elsewhere. He later contends that his supervisor's sexual advances toward him were unwelcome and that he had sexual relations with his superior because he was afraid he would lose his job.

<u>Example 3</u>: In an equipment storage area, several pictures of nude or partially nude women appear on the walls in the form of calendars, photographs from magazines, posters and pinups. Male employees who make up the majority of the workforce occasionally use vulgar language and tell off-color jokes. The new female employee complains about the pictures and the language but her supervisor says that the employees who work there are "just being guys" and that she is being "overly sensitive."

<u>Example 4</u>: A group of male and female employees report to a manager that their supervisor subjects them to a steady stream of sexual slurs. The district investigates and discovers that inappropriate sexual comments are being made, but that the comments are directed equally to male and female employees, and, therefore, does nothing.

# The Company's Internal Complaint Process

If an employee believes he or she is a victim of sexual harassment, he or she should immediately file a written complaint of same with his or her immediate supervisor, or if none, to the Company President. The complaint shall include dates, times and places of the alleged sexual harassment, name (s) of the perpetrator (s) and a description of the conduct complained of, all to the best knowledge of the complainant. If after due investigation, the supervisor or President shall issue a written reprimand and may take more severe disciplinary action such as suspension without pay, demotion or dismissal. If

suspension without pay, demotion, or dismissal is recommended, no such action may be taken without the approval of the President of the Company.

# **Civil Rights Violations**

Under the Illinois Human Rights Act, it is a civil rights violation for any employer, employee, or agent of any employer, to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

It is also a civil rights violation for a person or two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment in employment, or because he or she has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

# Illinois Human Rights Commissioner/Illinois Department of Human Rights

In addition to or as an alternative to an employee availing himself or herself of the company's internal complaint process discussed above, an employee who believes he or she is the victim of sexual harassment may bring his or her complaint to the attention of the Illinois Department of Human Rights at:

Illinois Department of Human Rights 100 West Randolph Street Chicago, Illinois 60601

Within 180 days after the date that a civil rights violation allegedly has been committed, a charge in writing under oath or affirmation may be filed with the Illinois Department of Human Rights by an aggrieved person. The Department must then require the respondent to file a verified response within 270 days thereafter. The complainant may reply to said response within 60 days after it is filed. After the respondent is notified, the Department is required to conduct a full investigation of the allegations. Where there is a failure to settle any charge through conciliation, the Department is required to prepare a written complaint. At any time after a charge is filed, the Department or complainant may petition the appropriate court for temporary relief, pending final determination of the proceedings under the Illinois Human Rights Act. The petition shall be filed in the Circuit Court for the county in which the respondent resides or transacts business or in which the alleged violation took place.

A copy of this policy is to be provided to the Illinois Department of Human Rights upon request.

# J. LEGAL COMPLIANCE AND INSURANCE AGREEMENT

THIS AGREEMENT entered into by and between	, hereinafter
referred to as "Bidder" and Arlington Heights Park	District, hereinafter referred to as the "Owner" or
"District".	

WHEREAS, Bidder may be performing work ("Work") under one or more contracts with the District, entered into or to be entered into from time to time, which Work will be performed on and/or off premises of the Owner and said Bidder may have subcontractors and/or one or more employees engaged in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Bidder hereby agrees:

- 1. To comply with all applicable laws, regulations and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within 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, worker's compensation laws, prevailing wage laws and the Social Security Act of the federal government and any of its titles, the Illinois Department of Human Rights, the Illinois Human Rights Commission, or Equal Employment Opportunity Commissioner statutory provisions and rules and regulations.
- 2. To protect, indemnify, hold and save harmless and defend the Owner, its public officials, employees, volunteers, and agents against any all claims, loss, judgments, liabilities, actions, damages, injuries and expenses, including but not limited to attorney's fees, incurred by reason of any lawsuit or claim for compensation arising in favor of any person, including but not limited to the employees, officers, or independent contractors of subcontractors of the Bidder or Owner, an account of personal injuries or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of the Work by the Bidder or any of its subcontractors, whether such loss, damage, injury or liability is contributed to by the negligence of the Owner or by premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever, except that the Bidder shall have no liability for damages or the cost incident thereto caused by the sole negligence of the Owner.
- 3. To keep in force, to the satisfaction of the Owner, at all times during the performance of the Work referred to above, Commercial General Liability (CGL) Insurance and if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. Automobile Liability Insurance with bodily injury, personal injury, and property damage limits of not less than \$2 million per occurrence and \$2 million annual aggregate, and worker's compensation and related insurance coverage at amounts required by statute, and employer's liability insurance with limits of not less than \$1,000,000. The Bidder agrees that prior to Work commencing, proof of such insurance coverage will be submitted to the Owner. There shall be no additional charge for said insurance to the Owner.

The Bidder shall furnish certificates of insurance for the insurance coverage required herein, naming the Owner, its public officials, employees, volunteers, and agents as additional insured and providing that such policies may not be cancelled or amended without 30 days prior written notice having been given to the Owner. The policies shall also contain "contractual liability clauses." The policies shall have no exclusions that would conflict with the project being bid. Any deductibles over \$10,000 will be disclosed at the time of bid submission to the Owner. All limits required will be specific to the project bid. Bidder shall include all subcontractors as insured under its policies or furnish separate certificates. Coverage afforded the Owner, its officials, employees and volunteers as insured applies as primary, and not excess or contributing to any insurance issued in the name of the Owner. Finally, the Bidder agrees to waive any rights of subrogation.

Coverage shall be at least as broad as 1988 ISO CGC Form or equivalent, ISO Business auto coverage form No. CA 0001 0187 covering automobile liability workers compensation employees' liability, as required by the State of Illinois.

If any policy is written on a claims-made basis, then the Bidder shall purchase, prior to commencement of the Work, such additional insurance as may be necessary to provide specified coverage to the Owner for a period of not less than five years from the termination of this agreement.

- 4. To furnish any affidavit or certificate, in connection with the Work to which this agreement pertains, as provided by law.
- To indemnify Owner, its public officials, employees, volunteers, and agents for any loss, Bidder may sustain by reason of theft or other cause or from the acts or negligence of the employees of the Bidder or of its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Bidder shall have full control of the ways and means of performing the work referred to above and that the bidder or his/its employees, representatives or subcontractors are in no manner employees of the Owner. The bidder and any party employed by the Bidder are independent contractors.

This Agreement shall be effective upon acceptance by Owner of any bid from Bidder and shall continue unless and until mutually terminated in writing by an instrument in writing signed by both Bidder and Owner.

IN WITNESS WH	REOF, THE PARTIES have executed this agreement
this	day
of	, 20
FIRST PARTY, Bi	lder
Title:	
	Arlington Heights Park District
Title:	

# K. ILLINOIS DRUG FREE WORK PLACE STATEMENT

The bidder acknowledges its obligations under the Illinois Drug-Free Workplace Act and certifies it will provide a drug-free workplace by publishing a statement that includes:

- 1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
- 2. Specifying the actions that will be taken against employees for violating this provision;
- 3. Notifying the employees that, as a condition of their employment to do work under the contract with the Arlington Heights Park District, the employee will:
  - a) Abide by the terms of the statement;
  - b) Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction;
- 4. Establishing a drug free awareness program to inform employees about:
  - a) The dangers of drug abuse in the work place;
  - b) The policy of maintaining a drug-free work place;
  - c) Any available drug counseling, rehabilitation or employee assistance program;
  - d) The penalties that may be imposed upon an employee for drug violations;
- 5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Arlington Heights Park District, and shall post the statement in a prominent place in the work place;
- 6. The undersigned will notify the Arlington Heights Park District within ten (10) days of receiving notice of an employee's conviction:
- 7. Make a good faith effort to maintain a drug free work place through the implementation of these policies;
- 8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
  - a) Take appropriate action against such employee up to and including termination; or
  - b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency;

# IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

Signed:		Date:
I, the undersigned, a not	ary public in and for the State and 0	County aforesaid, hereby certify that
	appeared before me this o	day in person and, being first duly sworr
on oath, acknowledged t	hat he/she executed the foregoing	certification as his/her free act and
deed this	day of	20
Notary Public:		_

\*\*SEAL\*\*

# L. SUBSTANCE ABUSE PREVENTION FORM

Signature of Authorized Representative

The Substance Abuse Prevention Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

and deal with the subject matter of Public Act 95-0635.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees,

Contractor/Subcontractor		
Name of Authorized Representative (type or print)		_
Title of Authorized Representative (type or print)		
Signature of Authorized Representative	Date	-
B. The undersigned representative of the Contractor/S entity has signed collective bargaining agreements and deal with the subject matter of Public Act 95-06	that are in effect for all of its e	
Contractor/Subcontractor		_
Name of Authorized Representative (type or print)		_
Title of Authorized Representative (type or print)		

Date

# M. PREVAILING WAGE ACT, AS AMENDED, EFFECTIVE JANUARY 1, 2010

The undersigned, on behalf of the entity making this proposal or bid, certifies that a written prevailing wage notification policy is in place, pursuant to Illinois Prevailing Wage Act, 820 ILCS 130/1 et. seq. requiring that all laborers, workers, and mechanics employed by the Park District, or on its behalf, for the public works projects, be paid not less than the general prevailing wage. This applies to contractor and any subcontractor working on the project. This Act was amended January 1, 2010 to provide that every party to a public contract where labor is involved be notified of the requirement for paying prevailing wage and submitting certified payroll. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website:

http://www.illinois.gov/idol/Laws-Rules/CONMED/.
The Act includes, at a minimum, the following:

- 1. The notification to contractors of the prevailing wage requirement on all public works projects.
- 2. The collection by Park District of certified payroll for all laborers including those hired by contractors.
- 3. It is the contractor's responsibility to inform laborers of prevailing wage rates.
- 4. It is the contractor's responsibility to provide certified payroll for all laborers (including subcontractors) name, occupation, and actual hourly wages paid and forwarding that information to the Park District with each progress payment and upon final payment.
- 5. The legal recourse should the Prevailing Wage Act be violated includes fines for noncompliance as determined by the Department of Labor, (NEW: Sec. 4(b-2), effective January 1, 2010.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.

SIGNATURE:		 	
NAME:	TITLE:	 	
Subscribed and sworn to me on this	day of	 20	_, A.D
By:(Notary Public)			
***Seal***			

# N. REFERENCES:

List four clients for reference checks. Quoter must have completed projects similar in scope to this project which your firm has completed in the last three years. Projects done for municipal agencies or school districts are most desirable.

Company Name	Contact Person	Phone Number	Date of Work
1			
2			
3			

# O. SAMPLE CONTRACT/AGREEMENT

- 1. Bid Form to be delivered as described in the instructions.
- 2. Bid Agreement to be filled out completely and mailed to:

Arlington Heights Park District 410 N. Arlington Heights Road Arlington Heights, Illinois 60004 Attn: Bid Department

- 3. The Bidder hereby states that the price quoted herein constitutes the gross total cost to the Arlington Heights Park District for all work involved in the contract, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, bonds and overhead expense, all profits, and all other work, services and conditions necessarily involved in the work done and materials furnished, in accordance with the requirements of the documents considered severally and collectively.
- 4. We hereby agree that this proposal may be accepted by the Arlington Heights Park District without change at any time during a period stipulated in the specifications and Invitation for Bids.

DATE:
NAME OF BIDDER:
ADDRESS:
PHONE NUMBER:()
Contractor Name and Title
AHPD Name and Title

# **TECHNICAL SPECIFICATIONS**

# **Scope of Work**

- 1. Call J.U.L.I.E. at 1 (800) 892-0123 prior to the start of work.
- 2. Remove and safely store thirty-six (36), eight-foot wide sections of the existing 6' high ornamental fence as shown in the plan and specifications. This is necessary because the contractor will only have access to the work site from the north side of the new athletic fields. The contractor <u>WILL NOT</u> have access to the work site from the south, over or in-between the athletic fields and <u>WILL NOT</u> drive any machinery or store any materials on the athletic fields.
- 3. Remove eighteen (18), 6' high, 2 1/2" x 2 1/2" posts of existing ornamental fence, including the complete 12" x 36" existing concrete foundation, along the total length of the protective netting system (816 LF) as indicated on the plan. Since the existing ornamental fence has 8' long sections, every 6th post, along the indicated 816 LF, will be excavated and removed. The Contractor will then re-use the existing post hole, excavate and enlarge to the specified 84" deep x 24" wide as indicated in the plan and specifications. All post hole spoils shall be disposed of off-site.
- 4. Furnish and Install eighteen (18), 27' long x 6 5/8" OD, Schedule 80, black weather treated, heavy duty steel posts as indicated in drawings and specifications. The posts shall be secured in the ground, 7' deep and 48' OC utilizing 4,000 psi concrete.
- 5. Furnish and Install 5/16", 1 x 7 galvanized steel strand cable. The cable shall be secured to the poles utilizing galvanized steel oval eyebolts and strandvises at the top and bottom of each pole. Vertical face cables will be secured to each pole with strandvises and turnbuckles.
- 6. Furnish and Install #36, 1 ¾" black, weather treated, rope bordered, on the square protective netting. The Protective Netting shall be secured to the cables utilizing spring loaded snaps, weather treated twine and tie wraps. The Protective Netting shall be fabricated with vinyl seams and Velcro to provide the ability to open and close for access and containment. Two openings will be provided and shall be 7' high x 4' wide as indicated in the plans.
- 7. Furnish and Install two (2) additional ornamental fence posts at the same locations as the access points along the protective netting system as indicated on the plans to provide 4' wide openings to allow for entry/exit. The posts shall be secured in the ground, 3' deep and 4' OC utilizing 4,000 psi concrete. The posts shall be Ameristar Montage Plus Majestic, 2 ½" x 2 ½" 11 ga. steel to match the existing black ornamental posts.
- 8. All Protective Netting System materials shall be black.
- 9. All Protective Netting System shall be site located by both the contractor and a representative of the Arlington Heights Park District.
- 10. All posts will be installed before concrete has been poured. All netting shall be installed after concrete has been poured and cured.
- 11. The Contractor, prior to the execution of the work, shall provide to the Arlington Heights Park District a Performance/ Payment Bond and a Labor/Material bond, each in the total amount of the contract sum and a certificate of insurance naming the Arlington Heights Park District as additionally insured.
- 12. Upon completion of the project, The Contractor shall provide to the Arlington Heights Park District a signed Certified Transcript of Payroll for all employees of the Contractor working on this project. The Contractor shall also supply the Certified Transcript of Payroll for any sub-contractors involved with this work. The Contractor shall also furnish final waivers of lien for all materials and services required to complete this project. FAILURE TO PROVIDE THESE ITEMS WILL DELAY PAYMENT.
- 13. All construction shall be in accordance with the rules and direction of the Arlington Heights Park District and the Village of Arlington Heights.

#### Attachment AI

# INSURANCE REQUIREMENTS ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

Contractor shall obtain insurance of the types and in the amounts listed below.

# A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less that \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/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).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 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 Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

#### B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

#### C. Business Auto and Umbrella Liability Insurance

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.

#### D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute 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.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### E. General Insurance Provisions

#### 1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners written request for said copies.

# 2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

#### 3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### 4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### 5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

# Cook County Prevailing Wage for May 2016 (last revised JULY 2015)

Trade Name	TYP (			FRMAN N	_			H/W =====	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL		39.400	39.950	1.5	1.5			10.72		
ASBESTOS ABT-MEC	BLD			38.840					10.96		
BOILERMAKER	BLD			51.300					18.13		
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				16.39		
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				14.87		
ELECTRIC PWR GRNDMAN	ALL			52.500					12.28		
ELECTRIC PWR LINEMAN	ALL			52.500					15.75		
ELECTRICIAN	ALL			48.000					15.27		
ELEVATOR CONSTRUCTOR	BLD			57.150					14.21		
FENCE ERECTOR	ALL			39.340 42.000					12.06		
GLAZIER HT/FROST INSULATOR	BLD BLD			50.950					16.99 12.16		
IRON WORKER	ALL			46.200					21.14		
LABORER	ALL			39.950					10.72		
LATHER	ALL			46.350					16.39		
MACHINIST	BLD			47.850					8.950		
MARBLE FINISHERS	ALL		32.400	34.320	1.5				13.75		
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
MILLWRIGHT	ALL		44.350	46.350	1.5	1.5	2.0	13.29	16.39	0.000	0.630
OPERATING ENGINEER	BLD :			52.100		2.0			12.65		
OPERATING ENGINEER	BLD 2			52.100		2.0			12.65		
OPERATING ENGINEER				52.100		2.0			12.65		
OPERATING ENGINEER				52.100		2.0			12.65		
OPERATING ENGINEER	BLD .			52.100					12.65		
OPERATING ENGINEER OPERATING ENGINEER				52.100 52.100					12.65 12.65		
OPERATING ENGINEER OPERATING ENGINEER				53.600					11.80		
OPERATING ENGINEER				53.600					11.05		
OPERATING ENGINEER				53.600					11.80		
OPERATING ENGINEER				53.600					11.80		
OPERATING ENGINEER	FLT :	5	55.100	53.600	1.5				11.80		
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	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER				50.300					12.65		
OPERATING ENGINEER				50.300					12.65		
OPERATING ENGINEER				50.300					12.65		
OPERATING ENGINEER				50.300					12.65		
OPERATING ENGINEER		/		50.300					12.65		
ORNAMNTL IRON WORKER PAINTER	ALL ALL			47.500 46.500					17.94 11.10		
PAINTER SIGNS	BLD			38.090					2.710		
PILEDRIVER	ALL			46.350					16.39		
PIPEFITTER	BLD			49.000					15.85		
PLASTERER	BLD			46.040					14.43		
PLUMBER	BLD			48.650					11.46		
ROOFER	BLD			44.000					10.54		
SHEETMETAL WORKER	BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER	BLD			33.810					3.280		
SPRINKLER FITTER	BLD			51.200					9.650		
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
                           41.880 44.880 1.5 1.5 2.0 10.55 12.51 0.000 0.940
TERRAZZO MASON
                     BLD
                    BLD
TILE MASON
                           43.840 47.840 1.5 1.5 2.0 10.55 11.40 0.000 0.990
TRAFFIC SAFETY WRKR
                           32.750 34.350 1.5 1.5 2.0 6.550 6.450 0.000 0.500
                   HWY
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
                  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
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
                 W ALL 3 32.900 33.100 1.5 1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
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

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

# 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 "MaterialTester/Inspector II".

# Form **W-9**

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service						- 1					
	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.										_
page 2.	2 Business name/disregarded entity name, if different from above											
Print or type See Specific Instructions on pa	3 Check appropriate box for federal tax classification; check only one of the f  ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ S Corporation ☐ C C Corporation ☐ C C Corporation ☐ C C Corporation ☐ C C C C C C C C C C C C C C C C C C	Certain entities instructions on Exempt payee on Exemption from code (if any)						ee code (if any) rom FATCA reporting				
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İ	7 List account number(s) here (optional)											
Pari	Taxpayer Identification Number (TIN)											
Enter y backup resider entities TIN on Note.	our TIN in the appropriate box. The TIN provided must match the nate withholding. For individuals, this is generally your social security nut alien, sole proprietor, or disregarded entity, see the Part I instruction, it is your employer identification number (EIN). If you do not have a page 3.  If the account is in more than one name, see the instructions for lineness on whose number to enter.	mber (SSN). However, for ons on page 3. For other number, see <i>How to get</i>	ora [	or		]-	ificatio	]	nber			
				- 1		-						-
Part	II Certification											_
Under	penalties of perjury, I certify that:					~				·		
1. The	number shown on this form is my correct taxpayer identification num	nber (or I am waiting for	a numbe	er to	be is	ssued	to me	); and	1 .			
Ser	n not subject to backup withholding because: (a) I am exempt from b vice (IRS) that I am subject to backup withholding as a result of a failt onger subject to backup withholding; and											
3. I an	a U.S. citizen or other U.S. person (defined below); and											
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	g is corre	ect.			-					
becaus interes genera	cation instructions. You must cross out item 2 above if you have be se you have failed to report all interest and dividends on your tax retu t paid, acquisition or abandonment of secured property, cancellation lly, payments other than interest and dividends, you are not required tions on page 3.	rn. For real estate transa of debt, contributions to	actions, i o an indiv	item vidua	2 do al ret	es no ireme	t apply nt arra	y. For ingem	mo	rtgag (IRA)	e , and	i
Sign Here	Signature of U.S. person ▶	Da	te ▶									
Gen	eral Instructions	Form 1098 (home more (tuition)	tgage inte	erest)	), 109	8-E (st	udent I	oan in	teres	st), 109	98-T	
	references are to the Internal Revenue Code unless otherwise noted.	Form 1099-C (canceled debt)										
	developments. Information about developments affecting Form W-9 (such ation enacted after we release it) is at www.irs.gov/fw9.	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>										
_	ose of Form	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.										
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN)		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.  By signing the filled-out form, you:										
which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer		1. Certify that the TIN you are giving is correct (or you are waiting for a number)								œr		
you, or	ation number (EIN), to report on an information return the amount paid to other amount reportable on an information return. Examples of information notude, but are not limited to, the following:	to be issued),  2. Certify that you are not subject to backup withholding, or									<i>.</i>	
	1099-INT (interest earned or paid)	3. Claim exemption from	om backu	ıp wil	thhok	ding if	you are	a U.S				
<ul> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>applicable, you are also certifying the any partnership income from a U.S.</li> </ul>												f
• Form	1099-MISC (various types of income, prizes, awards, or gross proceeds) 1099-B (stock or mutual fund sales and certain other transactions by	withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are							are			
brokers) • Form	1099-S (proceeds from real estate transactions)	exempt from the FATCA page 2 for further inform		g, IS C	correc	л. See	wnat is	FAIC	A R	eportin	g? o	п
	1099-K (merchant card and third party network transactions)											

Form W-9 (Rev. 12-2014)