

NOTICE OF INVITATION FOR BID

VRNTL-15-B-05

Village of Rantoul, Illinois

REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES

The Village of Rantoul, Illinois invites prospective contractors to bid on the refurbishment of two aquatic slides and various water play features located at the Village of Rantoul Hap Parker Family Aquatic Center at 320 W. Flessner Av., Rantoul, IL 61866.

There is a site visit scheduled for August 15, 2014 at 10:00 A.M. Please call or e-mail to confirm attendance, Luke Humphrey 217-893-5701 lhumphre@village.rantoul.il.us
The site visit will take place at the Hap Parker Family Aquatic Center. Sealed Bids will be received until 2 p.m. prevailing time, August 27, 2014 at the Village of Rantoul Municipal Building, 333 South Tanner Street, Rantoul, IL. Bids received after the closing time, at the discretion of the Village may be rejected and returned unopened. Bids submitted by mail should be identified on the outside of the envelope as a Bid for **VRNTL-15-B-05 REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES** and should be addressed to the address below: Scot Brandon, Comptroller 333 South Tanner Street, Rantoul Illinois, 61866. The Bid opening will occur immediately following the closing time, in room 218 of the Municipal building located at 333 S Tanner St, Rantoul IL.

Bidders should note the requirement to pay prevailing wages on this project.

The IFB will be available Friday, August 1, 2014 and can be obtained on our website at myrantoul.com/bids.

The Village of Rantoul, Illinois reserves the right to reject any or all bids and to waive any informalities in the bids. No bid shall be withdrawn after the bid opening without the consent of the Village of Rantoul, Illinois for a period of sixty (60) days

INVITATION FOR BID TO REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES

1. Requesting Entity.

This Invitation for Bid (this “**IFB**”) is made by the Village of Rantoul, Champaign County, Illinois, having its principal office located in the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866. All inquiries for clarification of this IFB and all requests to inspect the facilities and operations in connection with the construction work to be provided under this IFB shall be made to the Comptroller or Director of Recreation of the Village identified below:

Scot Brandon, Comptroller
Village of Rantoul
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866
Tel: (217) 892-6828
Fax: (217) 892-5501
E-mail: sbrandon@village.rantoul.il.us

Luke Humphrey, Director
Tel: 217-893-5701
email: lhumphre@village.rantoul.il.us

2. Standard Terminology.

For convenience of reference, the words, terms and phrases defined below and elsewhere in this IFB shall have the meanings respectively ascribed to them for all purposes of this IFB including as follows:

“**Village**” means the Village of Rantoul, Champaign County, Illinois.

“**Contractor**” means the prospective contractor, which includes any subcontractor, consultant, firm, offerer, proposer or vendor who submits a Bid in connection with this IFB.

“**Project**” means Refurbish Aquatic Center Slides and Play Features

“**Work**” means any and all construction work to be provided by the Contractor in connection with the Project under and pursuant to the Contract Documents specified in part 3 of this IFB below, and any related labor, parts, materials, supplies and equipment, together with the submission of any and all documents, instruments and certificates required to be submitted thereunder.

3. **Scope of work.**

The Village has determined to request sealed bids from prospective contractors to refurbish the slides and play features at the Rantoul Aquatic Center as follows:

RED OPEN BODY SLIDE: (approximate 275'L x 36"W)

- Interior slide maintenance: gel coat repairs (chips, scratches, blemishes), cleaning interior of all contaminants, buffing, repainting white, polishing. Remove all existing caulking in seams. Remove all gaskets in seams (if applicable). Replace with new gaskets and caulking in seams. Also include any additional repairs not included in this scope of work but determinable at on site visit.
- Exterior slide maintenance: gel coat repairs(chips, scratches, blemishes), cleaning exterior of all contaminants, repainting bright red, remove surface rust from slide bolts exposed as well as install rust inhibitor on bolts, tighten and secure all bolts. Also include any additional repairs not included in this scope of work but determinable at on site visit.

BLUE SPEED SLIDE: (approximate 90'L x 36"W)

- Interior slide maintenance: gel coat repairs (chips, scratches, blemishes), cleaning interior of all contaminants, buffing, repainting white, polishing. Remove all existing caulking in seams. Remove all gaskets in seams (if applicable). Replace with new gaskets and caulking in seams. Also include any additional repairs not included in this scope of work but determinable at on site visit.
- Exterior slide maintenance: gel coat repairs(chips, scratches, blemishes), cleaning exterior of all contaminants, repainting bright red, remove surface rust from slide bolts exposed as well as install rust inhibitor on bolts, tighten and secure all bolts. Also include any additional repairs not included in this scope of work but determinable at on site visit.

OPTIONAL BID ITEMS (as budget permits):

- Frog Slide Play Feature: gel coat repairs (chips, scratches, blemishes), cleaning interior of all contaminants, buffing, repainting multiple colors (does not have to match exactly to old colors), polishing.
- Orange/Blue Metal Play Feature: Refinish and paint
- Tipping Buckets w/Column Play Feature: Refinish and paint
- Palm Tree Play Feature: Refinish and paint

4. **Contract Documents**

The Contract Documents include the following, complete copies of which are included with and are a part of this IFB:

- (1) Scope of Work, (listed above)
- (2) Champaign county prevailing wage rates for July, 2014
- (3) Prevailing wage rate requirements

- (4) Minimum Insurance requirements document
- (5) General Terms and Conditions (Construction Contract), and
- (6) Bid Form.

The Contract Documents include expressly or by reference all requirements specified in this IFB and all elements to be included in the Contractor's bid. All Contractors are expected to thoroughly examine and be familiar with all the terms, conditions and obligations of the Contractor under all of the Contract Documents. Should a Contractor find discrepancies in or omissions from any part of the Contract Documents or be in doubt as to the meaning of any provision thereof, such questions should be submitted in writing at least five (5) days prior to the Due Date, as specified below, for submission to the Purchasing Specialist of the Village identified in part 1 above. Answers to questions of any substantial nature will be mailed to each Contractor to whom an IFB is given in the form of an Amendment to this IFB.

Each Contractor shall have visited the site and facilities of the Project upon which the Work under the Contract Documents is to be performed in order to be fully acquainted with the conditions and fully understand any difficulty or restriction in connection with the performance of the Work under the Contract Documents and in order to verify any representation made by the Village upon which the Contractor may rely. If the Contractor receives an award as a result of submitting a Bid, any failure to have made such investigation or examination will in no way relieve the Contractor from its obligation to comply in every detail with the provisions of this IFB and the Contract Documents.

As and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), each Contractor shall be obligated to pay not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with any of the Work. The most recently revised prevailing rate of wages, as determined by the Department of Labor of the State of Illinois, is attached to and made a part of this IFB and will additionally be attached to and made a part of the Construction Contract as notice to the Contractor of such revised rates.

5. Number of bids to submit.

An original and at least two (2) copies of the bid shall be submitted along with two (2) copies of additional documentation, if any. The original together with each copy of such bid shall be securely bound and submitted together as a package in a sealed envelope clearly identified on the outside of such envelope with the words "Bid for the Refurbishment of the Aquatic Center Slides and Play Features." Each such submittal shall show the name, address, telephone and telefax numbers and e-mail address of the Contractor submitting the bid.

6. Scheduled Site Visit

There is a site visit scheduled for August 15, 2014 at 10:00 A.M. Please call or e-mail to confirm attendance, Luke Humphrey 217-893-5701 lhumphre@village.rantoul.il.us
The site visit will take place at the Hap Parker Family Aquatic Center located at 320 W. Flessner Av., Rantoul IL

7. **Bid closing time, date, and opening.**

Any bid shall be submitted not later than August 27, 2014 at 2:00 PM (the “**Due Date**”). Any Bid not submitted by a Contractor by such Due Date and time may be considered nonresponsive and may, at the discretion of the Village, not be considered. Bids will be opened immediately following the closing time and date in the Municipal building Room 218 located at 333 S Tanner St, Rantoul IL.

8. **Place of Submission.**

All Bids shall be submitted to the Village of Rantoul, Office of the Comptroller, Municipal Building, and 333 S. Tanner Street, Rantoul, IL 61866.

9. **Bid Guarantee.**

Any Bid submitted in response to this IFB shall be irrevocable for a period of sixty (60) days from and after the Due Date of this IFB and may not be withdrawn by any Contractor during such period. After such period of sixty (60) days, the Bid may be withdrawn by any Contractor at such Contractor’s request if such Contractor’s bid has not been selected prior to any such request to withdraw.

10. **Bid Security.**

Any Bid submitted in response to this IFB shall be accompanied with a Bid Bond secured by a cashier’s or certified check or by a surety licensed to do business in the State of Illinois in an amount equal to 10% of the amount of the bid. Such security, whether secured by a check or surety, shall be executed on the form of the applicable Bid/ Bond provided with the Bid. Any security deposited by the successful Contractor shall be retained or drawn on as liquidated damages in the event that such Contractor fails to deliver fully executed Contract Documents, performance and payment security, and certificates of insurance to the Village within ten (10) calendar days from the date the Village sends to the successful Contractor a notice of award or fails to deliver any certificates, licenses, permits or other documents within such time and manner as may be specified in the Contract Documents prior to commencing any other Work there under. By submission of a Bid, the Contractor agrees to the reasonableness of the amount of the Bid Bond as liquidated damages. Such security will be returned upon the execution of the Construction Contract with another Contractor who may be selected by the Village, the withdrawal of this IFB by the Village, or the withdrawal of the bid by the Contractor if allowed by this IFB.

11. **Evaluation Criteria.**

An award of the Construction Contract shall be made to the lowest responsible Bidder as determined in the sole discretion of the Village. In determining the lowest responsible Bidder, the Village may consider the following as well as other relevant criteria:

- (A) The ability, capacity and skill of the Contractor to undertake the Work required;
- (B) The capacity of the Contractor to perform the Work promptly or within the time specified, without delay or interference;

- (C) The character, integrity, reputation, judgment, experience and efficiency of the Contractor including, but not limited to, past performance defaults; whether or not such defaults were with the Village; competency; or failure to pay or satisfactorily settle all claims due for labor and material;
- (D) The quality of performance by the Contractor on any previous work;
- (E) The previous and existing compliance by the Contractor with laws and ordinances relating to any previous work;
- (F) The sufficiency of the financial resources and financial ability of the Contractor to undertake the Work;
- (G) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or the particular use required in connection with the Work;
- (H) The ability of the Contractor to perform any future maintenance, service or work for the use of the Project, including guarantees;
- (I) The number and scope of any conditions made a part of the proposal by the Contractor;
- (J) The Contractor's record of payments for taxes, licenses or other monies due the Village; and
- (K) Whether the Contractor is a Local Vendor (i.e., a vendor having a place of business which employs at least one (1) permanent employee at a location determined in the following order of priority: (a) the Village; (b) Champaign County; or (c) the State of Illinois) and entitled to preference as set forth below. For any bid of five thousand dollars (\$5,000.00) or more, the Local Vendor determined to have the highest priority among other Local Vendors, if any, shall have preference and shall be considered to be the lowest responsible bidder if each of the following conditions are met: (i) any such Local Vendor is a responsible bidder; and (ii) the bid of any such Local Vendor is not greater than the lowest bid submitted by a responsible bidder by more than two percent (2%) or two thousand dollars (\$2,000.00), whichever is less. This Local Vendor preference shall not be applicable, however, if any federal or state funding source prohibits any such application in connection with any such Work under any applicable law, rule or regulation.

In connection with any such evaluation by the Village, any Contractor may be invited to submit more detailed information, to make oral presentations, or both. The Village may make any reasonable investigation deemed necessary and proper to determine the ability of the Contractor to perform the Work, and the Contractor shall furnish to the Village all information for this purpose that may be reasonably requested. The Village reserves the right to accept or to reject any or all Bids, or any part thereof, received from any Contractor in connection with this IFB for any reason.

12. **Insurance.**

The successful Contractor shall deliver to the Village certificates of policies of insurance evidencing the Minimum Insurance Requirements attached to and made a part of the Construction Contract as required by Sections 5.02, 5.03 and 5.04 of General Terms and Conditions (Construction Contract) at or before the time of the execution and delivery of the Contract Documents and before the Contractor commences any other Work thereunder.

13. **Performance & Payment Bond.**

The successful Contractor shall submit a performance bond and a labor and material payment bond, or a combination performance and payment bond, in an amount equal to 100% of the amount set forth by the Contractor in the Bid Form for the performance of the Work, as specified in the Scope of Work under the Contract Documents, at or before the time of the execution and delivery of the Contract Documents

14. **Taxes.**

The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

15. **Acceptance of Bid**

The contents of the Bid or such parts thereof as may be accepted by the Village will become a contractual obligation of the Contractor and will be incorporated into the final Contract Documents.

INVITATION FOR BID

VRNTL-15-B-05

CONSTRUCTION CONTRACT

REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES

Prepared and Requested By:

Village of Rantoul
Comptroller's Office
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866

July 30, 2014

VILLAGE OF RANTOUL
GENERAL TERMS AND CONDITIONS
(CONSTRUCTION/DEMOLITION CONTRACT)

I.
DEFINITIONS AND GENERAL REPRESENTATIONS

Section 1.01. Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Construction Contract, by and between the Village and the Contractor, and otherwise herein shall have the same meanings for all purposes of these General Terms and Conditions. In addition, in all cases under the Contract Documents, the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

Section 1.02. General Representations. The Village and the Contractor, as applicable, each hereby represents and warrants to the other that (i) each has the power and authority to enter into and perform its obligations and undertakings under the Contract Documents according to their respective terms and provisions, (ii) each has duly authorized the execution and delivery of the Contract, including the other related Contract Documents, (iii) neither the Construction Contract, including the other related Contract Documents, nor any of the respective terms and provisions thereof, contravene or constitute a default under or violation of any other agreement, instrument or indenture or any requirement of law, as the same concern them, respectively; and (iv) there is no action, suit, proceeding or investigation, at law or in equity, or before or by any public board or body, pending, or to the knowledge of the Village or the Contractor threatened, against or affecting either of them, respectively, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Contract Documents or which would materially affect their respective abilities to comply with the terms of the Contract Documents and incidental and related documents and other instruments.

II.
CONTRACTOR OBLIGATIONS

Section 2.01. Limitation of Cost. If the Contractor has agreed to perform the Work specified and complete all obligations under the Contract Documents within a not to exceed dollar amount specified under the Contract Documents for the Work (including a dollar amount for each phase of the Work, if such Work is to be completed in one or more phases) during the Contract Term, the Contractor agrees to notify the Village in writing no later than when the amounts billable under the Contract Documents reach ninety percent (90%) of the dollar amount, if any, actually specified for the Work (including the dollar amount for any applicable phase of the Work, if any such Work is to be completed in one or more phases) during the Contract Term. The Contractor will include in such notice an estimate of the amount required to complete the Work (including the dollar amount for any applicable phase of the Work, if any such Work is to be completed in one or more phases) for the remainder of the applicable period of the Contract Term. The Village will not be obligated to reimburse the Contractor for billing in excess of the not to exceed amount, if any, set forth in the Contract Documents for the Work (including the dollar amount for each phase of the Work, if any such Work is to be completed in one or more phases) during the Contract Term, unless such increased costs are (1) due to a change in the Scope of Work identified prior to performance of the Work and as otherwise specified in Section 2.02 below or (2) identified after initiation of the

Work but prior to expenditure and covered by an amendment to the not to exceed dollar amount, if any, specified for the Work (including the dollar amount for any applicable phase of the Work, if any such Work is to be completed in one or more phases) during the Contract Term that increases such amount.

Section 2.02. Change in Scope of Work. The Village may order changes in the Scope of Work consisting of additions, deletions, or other revisions within the general scope of the Work to be provided by the Contractor under the Contract Documents (collectively, a “**Change Order**”). No claims may be made by the Contractor that the Scope of Work or the Contractor’s construction work has or have been changed so as to require any increase in the amount of compensation to the Contractor or other adjustment to the Contract Documents, unless any such Change Order has been made in writing and signed by both the Village and the Contractor.

If the Contractor believes that any particular Change Order is not within the Scope of Work, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village in writing of any such claim or dispute. If the Village believes that the particular Work is within the Scope of Work under the Contract Documents as written, the Contractor will be ordered to and shall continue with the Work as changed and at the cost stated for the Work under the Contract Documents as written. Any Contractor ordered to proceed with such Work is not prohibited from filing a claim or dispute against the Village as a result of any Change Order to the Scope of Work. This Section 2.02 only requires that such Work proceed while any such claim or dispute between the Contractor and the Village in connection therewith is being resolved in accordance with Section 6.04 hereof.

Section 2.03. Subcontractors and Suppliers. The Contractor shall furnish to the Village a written list of all proposed subcontractors and suppliers and the nature of the Work being subcontracted or supplied prior to commencing any Work under the Contract Documents. The Village will promptly reply to the Contractor in writing stating whether or not the Village, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the Village may have reasonable objection. No substitution or change shall be made by the Contractor to such subcontractor and supplier list after its submission to the Village without prior written approval by Village. All Work performed for the Contractor by any subcontractor will be pursuant to an appropriate written agreement which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor and Village unless the Contract Documents are terminated and the Village, in writing, elects to assume any such subcontract. Upon request, the Contractor shall provide copies of any subcontracts and purchase orders to the Village. The Contractor hereby assigns to the Village and its assigns all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract Documents by the Village in any manner as provided in the Contract Documents but only as to those subcontracts and purchase orders which the Village may elect to assume in writing. All subcontracts and purchase orders shall provide that documents or instruments are freely assignable by Contractor to the Village and its assigns. Such assignment is part of the consideration from the Village for entering into the Contract Documents with the Contractor and may not be withdrawn prior to the end of the Contract Term or any extension thereof.

Section 2.04. Contractor Personnel and Subcontractors. The day-to-day supervision and control of the Contractor's employees, agents and subcontractors is the responsibility solely of the Contractor. The Contractor covenants and agrees to be fully responsible to the Village for any acts or omissions of its employees, agents or subcontractors or any other person employed by any of them. Nothing contained in any of the Contract Documents shall create or impose any contractual relationship between any of the Contractor's employees, agents or subcontractors and the Village.

Section 2.05. Safety and Protection. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (i) all persons on the site of the Work or who may be affected by the Work; (ii) all the Work and all parts, materials, supplies and equipment to be used in connection therewith, whether in storage on or off the site of the Work; and (iii) other property at the site of the Work or adjacent thereto, including any building, any building improvements, personal property, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not otherwise designated for demolition, removal, relocation or replacement by the Village. The Contractor shall comply with all applicable laws, rules, ordinances, codes and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify any owner of adjacent property and of underground facilities and any utility owners when prosecution of the Work may affect any of them, and shall cooperate with them in the protection, removal, relocation and replacement of any of their respective property.

Section 2.06. Quality Control. The Contractor shall institute and maintain throughout the Contract Term a properly documented quality control program designed to ensure that the Work is provided at all times and in all respects in accordance with the Contract Documents. Such program shall include providing daily supervision and conducting frequent inspections of the Contractor's employees, agents and subcontractors and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Village in accordance with Section 7.02 hereof.

Section 2.07. Change in Conditions. The Contractor shall promptly notify the Village of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the Contractor's ability to carry out any of its obligations under the Contract Documents.

III. PROJECT AND PROJECT SITE

Section 3.01. Project. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, including any labor, parts, materials, supplies and equipment, that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result are required to be furnished and performed by the Contractor whether or not specifically called for in any of the Contract Documents.

Section 3.02. Project Site. The Village shall furnish or otherwise make available to the Contractor the site upon which the Work is to be performed, together with rights-of-way and easements for access thereto (the “**Project Site**”). If any unknown physical condition of an unusual nature which differs materially from conditions ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, or of any Hazardous Substances (as defined in Section 4.09 hereof) are uncovered or revealed at the Project Site which were not shown, indicated or identified in the Scope of Work or any of the other Contract Documents, the Contractor shall, immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, notify the Village and thereafter confirm such notice in writing. The Village will promptly review the pertinent conditions, determine the necessity of obtaining additional tests or exploration with respect thereto, and either issue a Change Order as provided in Section 2.03 hereof in connection with an unknown physical condition or take corrective action in connection with any Hazardous Substances revealed at the Project Site. The Village shall not be responsible for any physical condition upon the Project Site caused by, or for any Hazardous Substances brought to the Project Site by, the Contractor, or any of its subcontractors, suppliers, agents or anyone else for whom the Contractor is responsible.

IV. **APPLICABLE LAWS AND REGULATIONS**

Section 4.01. Applicable Law. The Contract Documents shall be governed in all respects by and construed in accordance with the laws of the State of Illinois, and any litigation with respect thereto shall be brought in the Circuit Court of the State of Illinois located in Champaign County.

Section 4.02. Compliance with Laws and Regulations. In connection with the performance of any of the Work under the Contract Documents, the Contractor shall be responsible for complying with all applicable federal, Illinois, and local laws, ordinances, codes, rules, regulations and orders of any and all such governmental bodies, agencies, and authorities and courts having jurisdiction.

Section 4.03. Ethics in Public Contracting. The Contract Documents hereby incorporate by reference, but are not limited to, the provisions of law contained in Article 33E. “Public Contracts” of the Criminal Code of 1961 of the State of Illinois (720 ILCS 5/33E-1 et seq.), as supplemented and amended (the “**Illinois Criminal Code**”). The Contractor hereby certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Contractor is not barred from contracting with the Village as a result of a violation of Section 33E-4, “Bid rigging” or Section 33E-5, “Bid rotating”, of the Illinois Criminal Code; that its bid or proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other potential contractor, supplier, manufacturer, or subcontractor in connection with the bid or proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.

Section 4.04. Employment Discrimination. During the performance of the Contractor under the Contract Documents, the Contractor covenants and agrees to each of the following to the extent applicable:

- 7.□. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 7.□. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 7.□. Notices, advertisements, and solicitations placed in accordance with federal and Illinois law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 7.□. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of more than \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Section 4.05. Drug-Free Work Place. To the extent applicable, the Contractor covenants and agrees to comply with the provisions of the federal Drug-Free Work Place Act of 1988 (41 USC Section 701 et seq.) and the Illinois Drug-Free Work Place Act (30 ILCS 580/1 et seq.).

Section 4.06. Application of Local Government Prompt Payment Act. The Village and the Contractor mutually covenant and agree that the provisions of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) shall not be applicable to any of the provisions of the Contract Documents.

Section 4.07. Certificates, Licenses and Permits. The Contractor shall procure, pay for and provide true, correct and complete copies of all valid licenses, certificates and permits required for the Contractor's performance of the Work under the Contract Documents. Such copies shall be delivered to the Village no later than five (5) days prior to the commencement date of the Contract Term or such other date as is specified in any notice to proceed, whichever is earlier. True, correct and complete copies of such licenses and certificates and permits as renewed shall be provided to the Village within twenty-four hours of any such renewal which occurs at any time during the remainder of the Contract Term.

Section 4.08. Taxes. Except to the extent that the Village is wholly exempt from the payment thereof, the Contractor shall pay all federal, state and local sales, consumer, use, occupational, service and similar taxes required to be paid by the Contractor in accordance with any law or regulation which may be applicable to the performance of the Work under the Contract Documents. The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

Section 4.09. Environmental Protection. The Contractor covenants and agrees that its performance of the Work under the Contract Documents shall comply with all applicable "**Environmental Laws**". As used in this Section 4.09, "Environmental Laws" means any applicable statute, code, enactment, ordinance, rule, regulation, permit, consent, approval, authorization, license, judgment, order, writ, common law rule (including without limitation the

common law respecting nuisance and tortious liability), decree, injunction or other requirement having the force and effect of law, whether local, state or federal, at any time in force or effect relating to: (i) emissions, discharges, spills, releases or threatened releases of “Hazardous Substances” into ambient air, surface water, ground water, watercourses, publicly or privately-owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation or shipment of “Hazardous Substances”; (iii) the regulation of storage tanks; or (iv) otherwise relating to pollution or the protection of human health or the environment, where “**Hazardous Substances**” means at any time any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which: (i) is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic pursuant to any local, state or federal governmental authority or any Environmental Laws; or (ii) is a substance with respect to which such a governmental authority otherwise requires environmental investigation, monitoring, reporting, or remediation; including but not limited to, (A) all substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as, hazardous, extremely or imminently hazardous, dangerous or toxic, under the following federal laws and their State of Illinois counterparts, as well as any implementing regulations thereof: the Hazardous Materials Transportation Act (42 USC Section 1801 et seq.) the Resource Conservation and Recovery Act (42 USC Section 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601 et seq.), the Clean Water Act (33 USC Section 1251 et seq.), the Safe Drinking Water Act (33 USC Section 300f et seq.), the Atomic Energy Act (42 USC Section 2011 et seq.), the Toxic Substances Control Act, (15 USC Section 2601 et seq.) the Federal Insecticide, Fungicide, and Rodenticide Act (7 USC Section 136 et seq.), the Clean Air Act (42 USC Section 7401 et seq.), and the Emergency Planning and Community Right to Know Act (42 USC Section 11011 et seq.); (B) petroleum and petroleum products, including crude oil and any fractions thereof; (C) natural gas, synthetic gas, and any mixtures thereof; (D) radon; (E) radioactive substances; (F) asbestos; (G) urea formaldehyde; and (H) polychlorinated biphenyls.

In addition to, and in no way limiting, the Contractor’s duties and obligations as set forth in the first paragraph of this Section 4.09 immediately above, should the Contractor breach any of its duties and obligations as set forth in the first paragraph of this Section 4.09, or if contamination by any Hazardous Substances otherwise occurs for which the Contractor is legally liable or responsible, the Contractor shall indemnify, hold harmless and, at the Village’s option, defend the Village and any of its employees, agents or other contractors, from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any kind and nature, including, without limitation, damages and sums paid in settlement of claims and for attorney fees, consultant fees, and expert fees that may arise during or after the Contract Term under the Contract Documents from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to Village liability, civil or criminal, or other Village responsibility under any Environmental Laws that may be incident to the performance of Work by the Contractor under the Contract Documents. Any condition or activity giving rise to the aforesaid Village liability or Village responsibility which are not a result of or related to any action by or omission of the Contractor in connection with its performance of the Work under the Contract Documents is not subject to such indemnification.

V.

LIABILITY, INDEMNITY AND INSURANCE

Section 5.01. Liability and Indemnity. The Village shall not be responsible for, and the Contractor shall assume, all liability to persons or damage to property which may arise out of or result from the negligence of the Contractor or any of the Contractor's agents, employees, subcontractors, assigns, or the invitees of any of them, in connection with the performance of the Work under the Contract Documents. To the fullest extent permitted by law, the Contractor shall indemnify, save, hold harmless, and defend the Village, its officers, employees and agents, from and against all suits, claims, demands, actions, liabilities, judgments, costs and attorneys' fees, including any by the Contractor or any of its agents, employees or subcontractors, arising out of, or in any manner predicated upon, personal injury to or death of any person or damage to property arising out of or resulting from the Contractor's negligent acts or omissions in the carrying out of any of the terms and conditions of any of the Contract Documents and any and all other negligent acts or omissions of the Contractor, its agents, employees, subcontractors or assigns, or the invitees of any of them, incident to the performance of any of the Work under the Contract Documents.

In claims against the Village or its officers, employees or agents by an employee of the Contractor or any of its agents or subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 5.01 shall not be limited by a limitation on any amount or type of damages, compensation or benefits payable by or for the Contractor or any of its agents or subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Section 5.02. Minimum Insurance Requirements. The Contractor shall not commence any Work under the Contract Documents until the Contractor has obtained all insurance coverages required under the Minimum Insurance Requirements as attached to the Construction Contract (the "**Minimum Insurance Requirements**") and such insurance has been approved by the Village, nor shall the Contractor allow any subcontractor to commence Work on a subcontract for any portion of the Work until such insurance coverages required of such subcontractor has been so obtained and approved by the Village, and certificates or policies from the applicable insurance companies shall be delivered to the Village in accordance with Section 5.04 below. Such insurance coverages shall include but not be limited to, insurance against any and all assumed contractual liability under the Contract Documents, to afford protection with limits of liability in amounts approved from time to time by the Village, but not less than the amounts specified in the Minimum Insurance Requirements.

Section 5.03. Policy Provisions. All insurance which the Contract Documents require the Contractor to carry or maintain or cause to be carried or maintained by any subcontractor pursuant to the Minimum Insurance Requirements and Section 5.02 above shall be in such form and for such periods of time as the Village may require or approve and with such financially responsible insurers as are licensed to do business in the State of Illinois. All policies or certificates issued by the respective insurers for comprehensive liability and automobile insurance will name the Village as an additional insured, provide that any losses shall be paid notwithstanding any act or failure to act or negligence of the Contractor or the Village or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof; provide that the insurer shall have no

right of subrogation against the Village, its officers, agents, or employees; and be reasonably satisfactory to the Village in all other respects. In no circumstances will the Contractor or any subcontractor thereof be entitled to assign to any third party rights of action which the Contractor or any subcontractor thereof may have against the Village.

Section 5.04. Delivery of Policies. Before or at the time of the execution and delivery of the Contract Documents, the Contractor shall deliver or cause to be delivered to the Village certificates or policies of insurance evidencing the Minimum Insurance Requirements and other requirements required by Section 5.03 above. The Contractor shall similarly deliver or cause to be delivered each subcontractor's policies of required insurance before any such subcontractor commences any Work. No later than thirty (30) days prior to the expiration of any such policy, the Contractor shall also deliver or cause to be delivered all such certificates or policies of insurance evidencing each renewal policy having the same coverages and limits as may be provided in the Minimum Insurance Requirements and approved by the Village.

VI.

TERMINATION, ENFORCEMENT, DISPUTES AND REMEDIES

Section 6.01. Termination. The performance of Work by the Contractor under the Contract Documents may be terminated by the Village in whole or in part in the event of any default by the Contractor where the Contractor: (i) fails to perform the Work as specified in the Contract Documents to the satisfaction of the Village; (ii) violates any other term, condition, covenant or condition of the Contract Documents; or (iii) voluntarily petitions for bankruptcy, is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor's insolvency. The Village shall effect any such termination for default by giving written notice of termination to the Contractor at least five (5) days before the date of any such termination, specifying the nature of default and the date upon which such termination becomes effective unless certain corrective or remedial actions satisfactory to the Village are taken by the Contractor. The Village shall have the sole discretion to determine whether any such corrective or remedial actions taken by the Contractor are sufficient to cure any such default without waiving its right to terminate for default under this paragraph. Any such termination for default shall automatically be effective on the date specified in such notice with no further notice from the Village unless the Village shall otherwise have approved and accepted any such corrective or remedial actions of the Contractor in writing.

Upon the giving of any such notice of termination in the event of any default, the Contractor, except as otherwise directed by the Village in any such notice, shall: (i) stop performance of the Work under the Contract Documents on the date specified in the notice; (ii) place no further orders or subcontracts for parts, materials, supplies, equipment, services, or facilities except as necessary for completion of such portion of the Work not terminated; (iii) terminate all subcontracts and purchase orders as of the date specified in the notice; and (iv) promptly settle all outstanding liabilities and claims.

In the event the Village terminates the performance of Work under the Contract Documents because of the default of the Contractor, the Contractor shall be liable for all excess costs, expenses and fees that the Village is required to expend to complete the Work covered by the Contract Documents whether by separate contract or from with its own resources.

Section 6.02. Unsatisfactory Work Threatening Health, Safety or Welfare. If, at any time, the service performed or Work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being verbally or otherwise notified by the Village, immediately correct any such deficient service or Work. In the event the Contractor fails, after such notice, to correct any such deficient service or Work immediately, the Village shall have the right to order the correction of the deficiency by separate contract or with its own resources at the sole cost and expense of the Contractor.

Section 6.03. Recovery of Money. Whenever, under any provision of the Contract Documents, any sum of money shall be recoverable from or payable by the Contractor to the Village, the same amount may be deducted from any sum due to the Contractor under the Contract Documents or under any other contract between the Contractor and the Village. The Village shall have the right to make a reasonable estimate of any such amount in the event that the cost, charges or expenses in connection therewith have not otherwise been invoiced to or otherwise expended or incurred by the Village. This right of the Village is in addition and without prejudice to any other right the Village may have to claim the amount of any loss or damage suffered by the Village on account of any act or omission of the Contractor.

Section 6.04. Claims and Disputes of Contractor. All claims and disputes of the Contractor shall first be referred to the Administrative Officer of the Village (the “**Manager**”) for review and decision. All claims or disputes shall be made in writing to the Manager, not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the Contractor knew or should have known of any such matter forming the basis of any such claim or dispute. Unless any claim or dispute is made by the Contractor in accordance with such time requirements, any such claim or dispute shall be waived. In addition, any claim or dispute not submitted before final payment shall be waived. The Manager shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of any such claim or dispute by the Contractor. The Manager’s decision shall be final and binding upon the Contractor unless the Contractor elects to appeal such decision by providing written notice to the President and Board of Trustees of the Village (the “**Corporate Authorities**”) of such election within fifteen (15) days of the date that notice of such decision is given to the Contractor. The Contractor must present a written narrative of the claim or dispute that is the subject of such appeal, together with complete supporting documentation, to the Corporate Authorities within fifteen (15) days of the date of such written notice of appeal. After receiving such written narrative, the Village President will review such materials relating to the claim or dispute and meet with the Contractor to discuss the merits of the claim or dispute. The Corporate Authorities will render a decision within thirty (30) days after receiving the written narrative of the claim or dispute and supporting documentation. The decision of the Corporate Authorities shall be final and binding unless determined by a court of competent jurisdiction that such decision of the Corporate Authorities is fraudulent, arbitrary, capricious, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. Any failure of the Manager or the Corporate Authorities to make a decision within the time limit set forth above shall not result in the granting of the Contractor’s claim or dispute for relief. If the Contractor disagrees with the decision of the Corporate Authorities concerning Contractor’s claim or dispute, the Contractor shall proceed with the Work as indicated by the Corporate Authorities’ decision of the Corporate Authorities but shall thereafter have the right to seek such recourse as may otherwise be provided by law under Section 6.05 below.

Section 6.05. Default, Costs, Expenses and Attorneys' Fees. In the event of any default of the Contractor for any of the reasons provided under Section 6.01 above, or in the event of any default by the Village for failure to: (i) make due and punctual payment of any amount which is not otherwise subject to any claim or dispute and which is otherwise due and payable to the Contractor under the Contract Documents for Work actually performed thereunder, when and as the same becomes due and payable, and such default shall continue for a period of thirty (30) days after notice from the Contractor to the Village specifying any such itemized amount in default, or (ii) observe or perform any material obligation imposed upon the Village under the Contract Documents, other than that referred to in clause (i) immediately above, at any time from and after the exhaustion of the administrative remedies for disputes or claims of the Contractor as specified in Section 6.04 above, the party not so in default shall have the right, in addition to any other right specified in any of the Contract Documents, to any other lawful remedy as provided by law. Should it become necessary for either the Village or the Contractor to enforce any of the material obligations imposed upon or undertaken by the other under the Contract Documents, the party prevailing any such enforcement action shall be entitled to collect any and all reasonable costs and expenses of any such enforcement action, including reasonable attorneys' fees.

Section 6.06. Failure to Enforce. Failure by the Village at any time to enforce any of the provisions of the Contract Documents shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract Documents or any part thereof or the right of the Village to enforce any such provision at any time in accordance with its terms.

VII. **MISCELLANEOUS**

Section 7.01. Independent Contractor. Both the Village and the Contractor mutually covenant and agree that the relationship created by the Contract Documents shall be that of an independent contractor and that neither the Contractor nor any of its employees, agents or subcontractors shall, under any circumstances, be considered officers, employees or agents of the Village. The Village shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its officers, employees or agents.

Section 7.02. Access to and Retention of Records. The Contractor shall maintain such financial records and other records, including records in automated form, as may be prescribed by the Village, the Contract Documents or by any applicable federal, state or local laws, rules, and regulations. The Contractor shall retain such records for a period of three (3) years after final payment to the Contractor upon termination of the Contract Documents. Such records shall be made available for examination, transcription, and audit by the Village, its designees, or other authorized bodies during normal business hours after reasonable notice from the Village of its intention to examine any such records.

Section 7.03. Assignment. The Contractor shall not assign, transfer, convey or otherwise dispose of any award or any or all of its rights, title, or interest in or under any of the Contract Documents, without the prior written consent of the Village.

Section 7.04. Written Modification. No provision of any of the Contract Documents may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Village

and the Contractor; provided, however, that any change, revision or modification to the Scope of Work to be performed by the Contractor in connection with the Contract Documents shall be as specified in Section 2.03 hereof, and that minor variations and deviations in the Scope of Work which do not require an adjustment to the Contract Amount may be authorized in writing by the Manager.

Section 7.05. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses, sections or other divisions of the Contract Documents shall not affect the validity or enforceability of the remaining portions of the Contract Documents, or any part thereof.

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VILLAGE OF RNATOUL

GENERAL TERMS AND CONDITIONS
(CONSTRUCTION/DEMOLITION CONTRACT)

IFB# VRNTL-15-B-05 BID FORM

REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES

Submitted By:

Contractor: _____

Address: _____

Telephone: _____

Telefax: _____

E-mail: _____

An original of this Bid Form and at least one (1) additional copy thereof must be submitted in a sealed envelope clearly identified with the words **“VRNTL-15-B-05 REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES”** by no later than

AUGUST 27, 2014 at 2 P.M. to:

Village of Rantoul
Comptroller
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866

IFB# VRNTL-15-B-05 BID FORM FOR : **REFURBISH AQUATIC CENTER SLIDES AND PLAY FEATURES**

**TO: Village of Rantoul
Comptroller
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866**

ITEM 1	QTY	UOM	PRICE
<p><u>RED OPEN BODY SLIDE:</u> (approximate 275'L x 36"W)</p> <ul style="list-style-type: none"> • Interior slide maintenance: gel coat repairs (chips, scratches, blemishes), cleaning interior of all contaminants, buffing, repainting white, polishing. Remove all existing caulking in seams. Remove all gaskets in seams (if applicable). Replace with new gaskets and caulking in seams. Also include any additional repairs not included in this scope of work but determinable at on site visit. • Exterior slide maintenance: gel coat repairs(chips, scratches, blemishes), cleaning exterior of all contaminants, repainting bright red, remove surface rust from slide bolts exposed as well as install rust inhibitor on bolts, tighten and secure all bolts. Also include any additional repairs not included in this scope of work but determinable at on site visit. <p>Total Item 1 Bid</p>			

ITEM 2	QTY	UOM	PRICE
<p><u>BLUE SPEED SLIDE:</u> (approximate 90'L x 36''W)</p> <ul style="list-style-type: none"> Interior slide maintenance: gel coat repairs (chips, scratches, blemishes), cleaning interior of all contaminants, buffing, repainting white, polishing. Remove all existing caulking in seams. Remove all gaskets in seams (if applicable). Replace with new gaskets and caulking in seams. Also include any additional repairs not included in this scope of work but determinable at on site visit. Exterior slide maintenance: gel coat repairs(chips, scratches, blemishes), cleaning exterior of all contaminants, repainting bright red, remove surface rust from slide bolts exposed as well as install rust inhibitor on bolts, tighten and secure all bolts. Also include any additional repairs not included in this scope of work but determinable at on site visit. <p>Total Item 2 Bid</p> <p>Total Bid Item 1 & 2</p>			

ITEM 3	QTY	UOM	PRICE
<p><u>OPTIONAL BID ITEMS (as budget permits):</u></p> <ul style="list-style-type: none"> • Frog Slide Play Feature: gel coat repairs (chips, scratches, blemishes), cleaning interior of all contaminants, buffing, repainting multiple colors (does not have to match exactly to old colors), polishing. • Orange/Blue Metal Play Feature: Refinish and paint • Tipping Buckets w/Column Play Feature: Refinish and paint • Palm Tree Play Feature: Refinish and paint <p>Please bid each of these items separately</p> <p>Total Item 3 Bid</p> <p>Total Bid-All Items</p>			

STATEMENT OF CONTRACTOR'S BUSINESS ORGANIZATION

If this Bid Form is submitted by an individual, execute the following form:

- (a) Firm Name: _____
- (b) Name of the owner: _____

If this Bid Form is submitted by a partnership, execute the following form:

- (a) Firm Name: _____
- (b) Name of all of the partners:

If this Bid Form is submitted by a corporation or a limited liability company, execute the following form:

- (a) Corporate or Limited Liability Company Name: _____
- (b) State and City in which incorporated or organized: _____
- (c) If incorporated or organized in a state other than the State of Illinois, are you authorized to do business in the State of Illinois? Yes _____ No _____
- (d) Name and address of registered agent in the State of Illinois _____

- (e) Names and titles of officers authorized to sign contracts for and on behalf of the corporation or the limited liability company:

	(Title)
	(Title)
	(Title)

Champaign County Prevailing Wage for July 2014

(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		BLD		30.630	31.880	1.5	1.5	2.0	
6.300 10.49 0.000 0.900									
ASBESTOS ABT-MEC		BLD		21.500	22.500	1.5	1.5	2.0	
6.500 5.700 0.000 0.650									
BOILERMAKER		BLD		36.750	39.750	2.0	2.0	2.0	
7.070 15.84 0.000 0.350									
BRICK MASON		BLD		31.320	32.820	1.5	1.5	2.0	
7.100 10.68 0.000 0.630									
CARPENTER		BLD		34.100	36.350	1.5	1.5	2.0	
8.000 10.25 0.000 0.520									
CARPENTER		HWY		34.600	36.350	1.5	1.5	2.0	
8.000 10.25 0.000 0.520									
CEMENT MASON		BLD		31.010	32.760	1.5	1.5	2.0	
7.200 9.050 0.000 0.500									
CEMENT MASON		HWY		31.630	33.130	1.5	1.5	2.0	
7.200 9.050 0.000 0.500									
CERAMIC TILE FNSHER		BLD		28.830	0.000	1.5	1.5	2.0	
7.100 8.200 0.000 0.000									
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	
6.150 10.73 0.000 0.380									
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	
5.790 7.360 0.000 0.260									
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	
6.280 11.92 0.000 0.430									
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	
5.830 7.720 0.000 0.280									
ELECTRICIAN		BLD		37.090	39.090	1.5	1.5	2.0	
5.600 8.580 0.000 0.550									
ELECTRONIC SYS TECH		BLD		30.830	32.580	1.5	1.5	2.0	
5.600 7.570 0.000 0.400									
ELEVATOR CONSTRUCTOR		BLD		41.070	46.200	2.0	2.0	2.0	
12.73 13.46 3.290 0.600									
FENCE ERECTOR		ALL		32.210	34.110	1.5	1.5	2.0	
8.840 10.02 0.000 0.900									
GLAZIER		BLD		31.030	33.030	1.5	2.0	2.0	
7.050 8.400 0.000 0.430									
HT/FROST INSULATOR		BLD		31.230	32.230	1.5	1.5	2.0	
5.790 9.410 0.000 0.250									
IRON WORKER		ALL		32.210	34.110	1.5	1.5	2.0	
8.840 10.02 0.000 0.900									
LABORER		BLD		28.630	29.880	1.5	1.5	2.0	
6.300 10.49 0.000 0.800									
LABORER		HWY		30.000	31.000	1.5	1.5	2.0	
6.300 11.74 0.000 0.800									
LATHER		BLD		34.100	36.350	1.5	1.5	2.0	

8.000	10.25	0.000	0.520						
MACHINIST				BLD	44.350	46.850	1.5	1.5	2.0
6.760	8.950	1.850	0.000						
MARBLE FINISHERS				BLD	28.830	0.000	1.5	1.5	2.0
7.100	8.200	0.000	0.000						
MARBLE MASON				BLD	30.330	0.000	1.5	1.5	2.0
7.100	8.200	0.000	0.000						
MILLWRIGHT				BLD	30.720	32.970	1.5	1.5	2.0
8.000	14.09	0.000	0.520						
MILLWRIGHT				HWY	31.900	33.650	1.5	1.5	2.0
8.000	15.39	0.000	0.520						
OPERATING ENGINEER				ALL 1	37.750	0.000	1.5	1.5	2.0
7.600	9.100	0.000	0.850						
OPERATING ENGINEER				ALL 2	24.300	0.000	1.5	1.5	2.0
7.600	9.100	0.000	0.850						
PAINTER				ALL	33.560	35.060	1.5	1.5	2.0
7.100	4.480	0.000	0.600						
PAINTER SIGNS				ALL	33.560	35.060	1.5	1.5	2.0
7.100	4.480	0.000	0.600						
PILEDRIVER				BLD	35.100	37.350	1.5	1.5	2.0
8.000	10.25	0.000	0.520						
PILEDRIVER				HWY	35.600	37.350	1.5	1.5	2.0
8.000	10.25	0.000	0.520						
PIPEFITTER				BLD	39.400	41.500	1.5	1.5	2.0
7.000	11.45	0.000	1.020						
PLASTERER				BLD	31.000	33.000	1.5	1.5	2.0
7.200	10.77	0.000	0.500						
PLUMBER				BLD	39.400	41.500	1.5	1.5	2.0
7.000	11.45	0.000	1.020						
ROOFER				BLD	29.150	30.650	1.5	1.5	2.0
9.250	8.400	0.000	0.200						
SHEETMETAL WORKER				BLD	35.310	37.310	1.5	1.5	2.0
8.600	13.19	0.000	0.520						
SPRINKLER FITTER				BLD	37.120	39.870	1.5	1.5	2.0
8.420	8.500	0.000	0.350						
STONE MASON				BLD	31.320	32.820	1.5	1.5	2.0
7.100	10.68	0.000	0.630						
SURVEY WORKER-> NOT IN EFFECT					29.700	30.700	1.5	1.5	2.0
6.300	10.59	0.000	0.800						
TERRAZZO FINISHER				BLD	28.830	0.000	1.5	1.5	2.0
7.100	8.200	0.000	0.000						
TERRAZZO MASON				BLD	30.330	0.000	1.5	1.5	2.0
7.100	8.200	0.000	0.000						
TILE MASON				BLD	30.330	0.000	1.5	1.5	2.0
7.100	8.200	0.000	0.000						
TRUCK DRIVER				ALL 1	31.230	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				ALL 2	31.680	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				ALL 3	31.890	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				ALL 4	32.180	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				ALL 5	33.020	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				O&C 1	24.980	0.000	1.5	1.5	2.0

10.30	4.840	0.000	0.250						
TRUCK DRIVER				O&C 2	25.340	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				O&C 3	25.510	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				O&C 4	25.740	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TRUCK DRIVER				O&C 5	26.420	0.000	1.5	1.5	2.0
10.30	4.840	0.000	0.250						
TUCKPOINTER				BLD	31.320	32.820	1.5	1.5	2.0
7.100	10.68	0.000	0.630						

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

CHAMPAIGN 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.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

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, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision,

or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

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. Drivers on 2 axle trucks hauling less than 9 ton.

Air

compressor and welding machines and brooms, including those pulled by

separate units, truck driver helpers, warehouse employees, mechanic

helpers, greasers and tiremen, pickup trucks when hauling materials,

tools, or workers to and from and on-the-job site, and fork lifts up

to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling

less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor

trucks or similar equipment when used for transportation purposes.

Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more.

Drivers on water pulls, articulated dump trucks, mechanics and working

forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping

Machine,
Pipe Bending Machine, Apsco Paver, Boring Machine, (Head
Equipment
Greaser), Barber-Greene Loaders, Formless Paver, (Well Point
System),
Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush
Mulcher,
Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3),
Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat
Operator, Refrigerating Machine, Freezing Operator, Chair
Cart-
Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader,
Bull
Float, Finishing Machine, Self-Propelled Pavement Breaker,
Lull (or
similar type Machine), Two Air Compressors, Compressors hooked
in
Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air,
Fork Lifts
(except when used for landscaping work), Soil Stabilizer
(Seaman
Tiller, Bo Mag, Rago Gator, and similar types of equipment),
Tube
Float, Spray Machine, Curing Machine, Concrete or Asphalt
Milling
Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with
attachments), 4 Point Lift System (Power Lift or similar
type),
Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water
Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher,
Ditching
Machine under 6', Curbing Machine, One Drum Machines without
Tower or
Boom, Air Tugger, Self-Propelled Concrete Saw, Machine
Mounted Post
Hole Digger, two to four Generators, Water Pumps or Welding
Machines,
within 400 feet, Air Compressor 600 cu. ft. and under,
Rollers on
Aggregate and Seal Coat Surfaces, Fork Lift (when used for
landscaping
work), Concrete and Blacktop Curb Machine, One Water Pump,
Oilers,
Air Valves or Steam Valves, One Welding Machine, Truck Jack,
Mud Jack,
Gunnite Machine, House Elevators when used for hoisting
material,
Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor,
Siphons
and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on
Asphalt
Plants, Distributor Operator on Trucks, Tampers, Self-
Propelled Power
Broom, Striping Machine (motor driven), Form Tamper, Bulk

Cement
Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-
Driver,
Cement Blimps, Form Grader, Temporary Heat, Throttle Valve,
Super
Sucker (and similar type of equipment).

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.