

Bid Documents

For

Village of Verona

**Wastewater System
Improvements**

October, 2024



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

Project No. 05943.01

VILLAGE OF VERONA
WASTEWATER SYSTEM IMPROVEMENTS

OCTOBER, 2024



Don W Bixby
ENGINEER'S SEAL & SIGNATURE

10/3/2024
DATE

Prepared by
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Illinois

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**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Bid and Contract Documents**

INVITATION FOR BIDS

The Village of Verona will receive Bids for “Wastewater System Improvements” until 2:00 p.m., on Tuesday, November 12, 2024 at the office of the Village Clerk, 429 Division Street, P. O. Box 21, Verona, IL 60479, at which time and place all bids will be publicly opened and read aloud. **Bids must be hand-delivered at the time of bidding. Any other method of delivery must be pre-arranged with the Village Clerk as the Clerk’s office and post office may not be staffed during normal business hours.**

The project is described as follows: This project will involve the removal and replacement of the sand filter media and pumps at the WWTP. Additionally, it will include the rehabilitation of ten municipal sewer lift stations located throughout the Village.

Contract Documents, including Plans and Technical Specifications, may be examined at the following locations:

Chamlin & Associate, Inc., 221 W.Washington St., Morris, IL 60450
Chamlin & Associates, Inc., 4152 Progress Boulevard, Peru, IL 61354

Plans and specifications may be accessed on-line at www.chamlin.com.

Copies of the Bid Documents may be obtained by depositing \$50 with Chamlin & Associates, Inc., 4152 Progress Blvd., Peru, IL 61354 for each set of documents so obtained.

A certified check or bank draft, payable to the order of Village of Verona negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

The successful Bidder shall provide at least 50% of all labor required for the completion of this project.

This project is funded in whole or in part with grant funds from the Community Development Block Grant (CDBG) program. Attention is called to the fact that:

- 1. Not less than the Federal prevailing wages as set forth in the Contract Documents must be paid on this project.**
- 2. The work to be performed under this contract is subject to the requirements of Section 3 24 CFR Part 75.**
- 3. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.**

Prime/General Contractor, or any potential subcontractor, must not be excluded from participating in any federal assistance program [24 CFR 85, Subpart C 85.35; HUD 4010].

The Village of Verona reserves the right to reject any or all Bids or to waive any informalities in the bidding.

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Bid and Contract Documents**

Bids may be held by the Village of Verona for a period not to exceed 30 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Date 10-09-2024

Village of Verona

By Dennis Finch

Title Mayor

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of Bidders and are not to be detached from the Contract Document, filled out, or executed. **Separate copies of Bid Forms are furnished for that purpose.**

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and should fully inform himself as to the facilities involved, the difficulties and restrictions at tending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts for which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents,

including the Drawings, and these **INSTRUCTIONS TO BIDDERS**. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

- b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Numbers

Home Addresses (City, State, Zip Code and Telephone Numbers)

Firm

Name

Treasury Number

Address

City, State and Zip Code and Telephone Numbers

6. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

the order of (Local Public Agency). Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted; accordingly, otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained

by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than 25 percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

10. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. **TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived. No Bid received thereafter will be considered, except when a Bid arrives by United States mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12. **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall

be within the maximum specified for such company in said Circular 570. If applicable State laws require separate bonds as security (1) for the faithful performance of the Contract and (2) for the payment of all services, labor, and materials, paragraph "b" above must be revised in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

16. **WAGES AND SALARIES**

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II, Federal Labor Standards.
- b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of workday and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 134 hereof.)

**VILLAGE OF VERONA
WASTEWATER SYSTEM IMPROVEMENTS**

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	50 GPM INFLUENT PUMPS	EACH	6		
2	INSTALLATION OF PUMPS	HR	24		
3	INFLUENT FLOW METER	EACH	1		
4	20 GPM PUMPS	EACH	20		
5	AMP READOUT AT EACH STATION	EACH	11		
6	CONTROL PANEL	EACH	10		
7	INSTALL CONTROL PANEL	HR	160		
8	REMOTE MONITORING SYSTEM	EACH	11		
9	INSTALL REMOTE MONITORING SYSTEM	HR	110		
10	CELLULAR DATA PLAN	EACH	11		
11	REMOVE SLUDGE FROM LIFT STATIONS	HR	11		
12	ORENCO FILTERS	EACH	12		
13	REMOVE AND REPLACE FILTERS	HR	32		
14	MOBILIZATION	LS	1		
15	SAND FILTER MEDIA REPLACEMENT	LS	1		
TOTAL -----					

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
-
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
-
3. Bidder has filed all compliance reports due under applicable instructions.
 Yes No None Required
-
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

Replaces Form HUD-1238.CD-1, which is obsolete.

HUD-950.1(11-78)

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

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Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?
Yes No

If yes, please estimate the number of hours to be completed on the project by all workers: _____
2. Is your business a Section 3 Business? Yes No
3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?
Yes No
4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?
Yes No
5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?
Yes No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (Community) _____ on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Printed Name

Title

Signature

Date

S A M P L E

**CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES**

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings.
- c. No segregated facilities will be maintained, as required by Title IV of the Civil Rights Act of 1964.

Signer Name _____

Title _____

SIGNATURE

DATE

**CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES**

Note to Grant Administrators: Must be contained in all construction contracts, including subcontracts.

Name of Proposed Contractor

Wastewater System Improvements 05943

Project Name & Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

Signer Name _____

Title _____

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: Village of Verona Date _____

Project Number: 05943.01

c/o: Colleen Lawrence, Village Clerk
429 Division Street,
P. O. Box 21
Verona, IL 60479

Project Name: Wastewater System Improvements

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2[a]).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

a. The legal name and the business address of the undersigned are:

b. The undersigned is:

- A SINGLE PROPRIETORSHIP A CORPORATION ORGANIZED IN THE STATE OF _____
- A PARTNERSHIP OTHER ORGANIZATION

c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
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d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

 (Contractor)

Date _____ By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SUBCONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS**

TO: Village of Verona Date: _____

c/o: Colleen Lawrence, Village Clerk Project Number: 05943.01
 429 Division Street
 P. O. Box 21
 Verona, IL 60479

Project Name:
 Wastewater System Improvements

1. The undersigned, having executed a contract with _____
 (CONTRACTOR or SUBCONTRACTOR)

 for _____
 (NATURE OF WORK)

in the amount of \$ _____ in the construction of the above-identified project, certifies that:

- a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
 - b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____ (Date)

3. He certifies that:
- a. The Legal name and the business address of the undersigned are:
 - b. The undersigned is:
 - A SINGLE PROPRIETORSHIP A CORPORATION ORGANIZED IN THE STATE OF _____
 - A PARTNERSHIP OTHER ORGANIZATION (DESCRIBED):

c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

NAME	TITLE	ADDRESS

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d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Subcontractor: _____

By: _____ Date: _____
(Signature)

WARNING

U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER, . . . MAKES, PASSES, UTTERS OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE. . . SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

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PROPOSED SUBCONTRACTS BREAKDOWN - TABLE A

FOR THE PERIOD COVERING _____, _____ through _____, _____
 (Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACTS TO PROJECT AREA BUSINESS	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES

*The Project Area is coextensive with the Village of Verona's boundaries.

 Company

Wastewater System Improvements
 Project Name

05943.01
 Project Number

 EEO Officer (Signature)

 Date

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ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL EST. POSITIONS	NO. POSITIONS BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R. *
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/ MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				
JOURNEYMAN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TOTALS:				

*Lower Income Project Area residents.

Individuals residing within the Village of Verona whose family income does not exceed 80% of the median income in the SMSA.

COMPANY

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the *(Local Public Agency)* or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Name & Title)

Subscribed and sworn to before me
this ____ day of _____, _____

(Notary Public)

My commission expires _____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL, AND _____ as SURETY are held

and firmly bound unto Village of Verona hereinafter called the Local Public

Agency in the penal sum of _____ Dollars,

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, _____ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

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1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

_____ (SEAL)

_____ (SEAL)

Attest: _____
By: _____

Attest: _____
By: _____ Affix Corporate Seal

By: _____ Affix Corporate Seal

Countersigned by _____

2. Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,
_____, Secretary of the Corporation named as Principal in
the within bond; that _____, who signed the said bond on behalf
of the Principal was then _____ of said
corporation; that I know his signature, and his signature thereto is genuine; and that
said bond was duly signed, sealed, and attested to for and in behalf of said corporation
by authority of this governing body.

Name: _____ Corporate
Title: _____ Seal

2. Power-of-attorney for person signing for surety company must be attached to bond.

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of the Bidder.
2. Permanent main office address.
3. When were you organized?
4. If a corporation, in what state were you incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Please schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Describe the general character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year the project was completed.
11. List your major equipment that will be made available for this contract.
12. State your experience in construction work similar in importance to this project.
13. List the background and experience of the principal members of your organization, including the officers.
14. Indicate the present amount of credit available to you: \$_____.
15. Please provide a bank credit reference: _____.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the _____?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

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Dated at _____, this the _____ day of
_____, _____.

(Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that he is
_____ of _____ and that the answers
to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this the _____ day of _____, _____.

(Notary Public)

My Commission expires _____, _____.

CONTRACT

THIS AGREEMENT made this the [Date] day of [Month] , [Year] , by and between [Contractor] (a corporation organized and existing under the laws of the State of [State]) (a partnership consisting of _____) (an individual trading as _____) [**SEE Note 1**] hereinafter called the "Contractor", and [Owner] hereinafter called the "Local Public Agency."

Special Notes:

Note 1. Strike out the two terms not applicable.

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, [**SEE Note 2**] [**Project Description**] for the [Owner] and required supplemental work for the [Project Name] project, all in strict accordance with the contract documents including all addenda thereto, numbered [# of Addenda's] , dated _____ and _____, all as prepared by Chamlin & Associates, Inc. acting and in these contract documents preparation, referred to as the "Engineer".

Special Notes:

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the **unit prices** stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

OR
(strike out what is no applicable)

ARTICLE 2. The Contract Price. The Local Public Agency will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____).

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ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (*as listed in the Schedule of Drawings*)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in original copies on the day and year first above written.

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(SEE Note 4)

Owner:
Village of Verona

(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: Mayor

(typed or printed)

Attest: _____
(individual's signature)
Title: Village Clerk

(typed or printed)
Address for giving notices:
429 Division Street

P. O. Box 21

Verona, IL 60479

Contractor:

(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: _____
(typed or printed)

Attest: _____
(individual's signature)
Title: _____
(typed or printed)
Address for giving notices:

Special Notes: Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, corporation)

CORPORATE CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory *surety bond or bonds* to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be *countersigned* by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and
acting legal representative of the Village of Verona do hereby certify as follows:

I have examined the attached Contract(s) and Performance and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date: _____

GENERAL SPECIFICATIONS

GENERAL CONDITIONS PART I

101. DEFINITIONS

Whenever used in any of the Contract documents, the following meanings shall be given to the terms herein defined:

- a. The term “*Contract*” means the Contract executed by the Local Public Agency and the Contractor, of which these GENERAL CONDITIONS, PARTS I AND II form a part.
- b. The term “*Local Public Agency*” means the Grantee or in this instance, the (*name of local government*) which is authorized to undertake this Contract.
- c. The term “*Contractor*” means the person, firm or corporation entering into the Contract with the Local Public Agency to construct and install the Improvements embraced in this Contract.
- d. The term “*Project Area*” means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- e. The term “*Engineer*” means **Chamlin & Associates, Inc.**, Engineer in charge, serving the Local Public Agency with architectural or engineering services, his successor, or any other person or persons, employed by said Local Public Agency for the purpose of directing or having in charge the work embraced in this Contract, the said Engineer acting directly or having in charge the work embraced in this Contract, the said Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term “*Local Government*” means the town, village, city, county(ies) or other political subdivision of the State of Illinois within which the Project Area is situated.
- g. The term “*Contract Documents*” means and shall include the following: Executed Contract, Addenda (*if any*), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Technical Specifications, and Drawings (*as listed in the Schedule of Drawings*).

- h. The term "*Subcontractor*" means an individual, firm, or corporation having a contractual responsibility with the general contractor or with any other subcontractor for the performance of a part of the work at the site.
- i. The term "*Drawings*" means the drawings listed in the Schedule of Drawings.
- j. The term "*Technical Specifications*" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- k. The terms "*Addendum*" or "*Addenda*" mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.
- l. The term "*Secretary*" means the Secretary of Housing and Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.
- m. The term "*Department*" means the Illinois Department of Commerce and Economic Opportunity.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form shown on the following page and has received

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written approval of such subcontractor from the Local Public Agency.

- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, hereinafter referred to as the "subcontractor";
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____ (City or County and State);
3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Verona (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me.

this ____ day of _____, _____

(Notary Public)

My commission expires: _____.

- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Public Agency.
- f. The Contractor shall not award work to Subcontractor(s) in excess of 50 percent of the contract price without prior written approval of the Local Public Agency.

104. OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE

- a. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of

the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

- b. ~~If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:~~

~~COST BREAKDOWN—The Contractor shall submit to the Local Public Agency a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the Local Public Agency. The breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Local Public Agency the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.~~

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

- a. The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

Payment shall be made to the Contractor within 45 days of the Local Public Agency's (at the engineer's recommendation) approval of a partial pay request.

- b. Monthly or partial payments made by the Local Public Agency to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract

and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

- c. ~~If a lump sum contract price is deemed advisable, revise: the third sentence in paragraph (a.) under "Partial Payments" to read as follows:~~

~~The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change orders.~~

2. Final Payment

- a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof. Final payment is also contingent upon the Local Public Agency's receipt of a complete set of "as built" drawings approved by the project engineer based upon information provided by the contractor.

- b. ~~If a lump sum Contract Price is deemed advisable, the following paragraph should be added here:~~

~~The amount of the final payment due the contractor shall be the lump sum shown in the Agreement or this sum as adjusted by approved change orders.~~

- c. The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Local Public Agency deems the

same necessary in order to protect its interest. The Local Public Agency, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- d. Withholding of any amount due the Local Public Agency under Section 303, entitled Liquidated Damages, under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

- a. The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material Dealers, or to withhold any moneys for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 215 hereof.

109. CHANGES IN THE WORK

- a. The Local Public Agency may make changes in the scope of work required to be performed by the Contractor under the Contract or making the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

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- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than 25 percent (25%) in accordance with the Section entitled Unit Prices, under Instructions to Bidders.
- d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than 25 percent (25%), the Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 1. If the proposal is acceptable the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor and
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus 15 percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
 1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 3. A definite statement as to the resulting change in the Contract Price and/or time.

4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- f. The procedures as outlined in this section for a unit price contract also apply in the case of a lump sum contract.

110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.
- d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 thereof.

111. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. *Right of the Local Public Agency to Terminate Contract.* In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Local Public Agency may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Local Public Agency shall immediately serve notice thereof upon the surety and the Contractor and the surety shall

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have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Local Public Agency may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Local Public Agency for any excess cost occasioned the Local Public Agency thereby, and in such event the Local Public Agency may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

- b. *Liquidated Damages for Delays.* If the work is not completed within the time stipulated in Section 302 hereof, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the Local Public Agency the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default. The Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.
- c. *Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 2. To any acts of the Local Public Agency;
 3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notifies the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Local Public Agency shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is

properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Policy Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the

work under protest and he may then except the matter in question from the final release.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 6 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor for extension of the contract time shall be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any

and all rights of the Local Public Agency under the Contract and surety bond or bonds.”

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as equal to any particular standard, the Engineer shall decide the question of equality.
- b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 thereof.)
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the

Technical Specifications, shall have full force and effect as though printed therein.

- e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except after acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- c. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
2. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
4. The Local Public Agency will pay all other expenses.

119. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

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- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in Section 109 hereof.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings

and as prescribed by ordinances or permits, or as may be desired by the Local Public Agency, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Local Public Agency and existing State and local regulations.

125. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the Local Public Agency will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such

facilities all at his own expense, when so requested by the Local Public Agency.

- d. Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- e. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Local Public Agency or its agents, shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents and the Representative for the Secretary, and representatives of the department shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Local Public Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

- a. *Compensation Insurance:* The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

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- b. *Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Special Conditions.
- c. *Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:* The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Special Conditions specified in subparagraph (b) hereof.
- d. *Scope of Insurance and Special Hazards:* The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.
- e. *Builder's Risk Insurance (Fire and Extended Coverage):* Until the project is completed and accepted by the Local Public Agency, the Local Public Agency, or Contractor (at the Local Public Agency's option as indicated in the Special Conditions) is required to maintain Builder's Risk Insurance (*fire and extended coverage*) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Local Public Agency, the Contractor, and subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (*fire and extended coverage*) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his surety shall be obligated to full performance of the Contractor's undertaking. **(BUILDER'S RISK NOT REQUIRED)**
- f. *Proof of Carriage of Insurance:* The Contractor shall furnish the Local Public Agency with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "*The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Local Public Agency.*"

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, specifically stipulated in the Technical Specifications. **Not Required**

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. (Indicate in the preceding blank the number of calendar months over which the guaranty will extend. This period of time should be determined in line with the character of the improvements and local practice in this respect.)

The Local Public Agency will give notice of defective materials and work with reasonable promptness.

133. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & guidelines issued thereunder.
3. He will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
4. He will include or cause to be included the provisions of paragraphs (1) through (4) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

134. EQUAL EMPLOYMENT OPPORTUNITY

1. If the contract amount is \$10,000 or less, the following conditions shall apply:

During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.

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- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (*Applicable to contracts/subcontracts exceeding \$10,000.*)
- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
 - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area.

Timetables	Goals for Minority participation for each trade	Goal for female participation in each trade
	18.4%	6.9%

These goals are applicable to all the Contractor's construction work (*whether or not it is federal or federally assisted*) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female

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employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Verona, Illinois, is a small Village located in Grundy County, situated in the north-central part of the state, with a population of approximately 206. The Village is near the intersection of Illinois Route 47 and Verona Road, providing access to nearby towns like Morris and Mazon.
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), definitions:
- a. As used in these specifications:
 - i. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - iii. "Federal Employer Identification Number" (FEIN) means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - iv. "Minority" includes:

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

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Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs 3a through 3p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - i. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - iii. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral

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and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- iv. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- v. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 3b above.
- vi. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- vii. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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- viii. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- xii. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- xiii. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- xiv. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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- xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (*3a through p*). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the contractor's non-compliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (*for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized*).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- i. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 3 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (*e.g., mechanic, apprentice, trainee or laborer*), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program*).

135. SECTION 504 OF THE REHABILITATION ACT OF 1973 (If \$2,500 or Over)

Affirmative Action for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees with disabilities and applicants for employment, and the rights of applicants and employees.
4. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment individuals with disabilities.
5. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

136. SECTION 402 VETERANS OF THE VIETNAM ERA (If \$10,000 or Over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer,

recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service but are not required to provide those reports set forth in paragraphs (4) and (5).

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance or referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the

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Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
7. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
10. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
11. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

137. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

138. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

Any contract or subcontract awarded by a recipient or contractor shall include the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of

the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

139. NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certifications in his files.

140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- 1. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contractor to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

2. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contractor will include the provisions of paragraphs (1) and (2) in every Subcontract so that such provisions will be binding upon each Subcontractor.

141. AMERICANS WITH DISABILITIES ACT

Title II of the Americans with Disabilities Act specifically requires that all newly constructed or altered streets, roads, highways, and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways [28 CFR 35.151(e)].

GENERAL SPECIFICATIONS

**GENERAL CONDITIONS
PART II**

(Federal Labor Standards Provisions)

200. SEE ATTACHMENT - 2 CFR Ch. II (1–1–14 Edition) Pt. 200, App. II

201. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202. WAGE RATES AND FRINGE BENEFITS FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for

the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

203. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

204. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

205. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 State. 357-360: Title 40 U.S.C., Sections 327-332)

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- a. *Overtime Requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.
- b. *Violation: Liability for Unpaid Wages Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).
- c. *Withholding for Liquidated Damages.* The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
- d. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

206. APPRENTICES AND TRAINEES

- a. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for

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probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2, below, or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- b. *Trainees.* Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. *Equal Employment Opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

207. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

208. REGULATIONS PURSUANT TO SO-CALLED COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland Anti-Kickback Act (Title 40 U.S.C., Section 276c), and any amendment or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractor thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerance, and exemptions from the requirements thereof.

209. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

210. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the fringe benefit expressed as an hourly cash equivalent cannot be determined, the Local Public Agency shall refer its recommendation through HUD to DOL for determination.

211. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

212. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

213. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

214. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

215. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

216. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

217. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

218. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

219. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS

301. PROJECT SITE

(The "*Special Conditions*" provide a flexible Division of the Contract Documents in which to place provisions which contain elements that vary from one project to another, and which cover situations peculiar to the Project involved. The conditions outlined may require modification to fit the local situation or it may be necessary to include additional provisions to amplify the Contract requirements.)

The Project Area consists of the area within the property limits bounded in general by Verona, Illinois, is a small Village located in Grundy County, situated in the north-central part of the state, with a population of approximately 206. The Village is near the intersection of Illinois Route 47 and Verona Road, providing access to nearby towns like Morris and Mazon, all as shown on the Drawings designated as 5943-01 Y1.

302. TIME FOR COMPLETION

- a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully substantially complete by October 24, 2025 and ready for Final payment by December 5, 2025.

303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of five hundred dollars (\$500) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all salaries for inspectors, the HUD Site Representative, and overhead expense due to the Contractor having failed to complete the Improvements embraced in this Contract within the time stipulated for completion.)

304. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

N/A

305. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000 (See *Supplementary Conditions under Chamlin Forms for detailed insurance requirements.*)

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

306. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Section 129 (e), the Contractor **will not** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Local Public Agency, the Contractor, and all subcontractors, as their interests may appear.

307. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

308. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Village Clerk at 429 Division Street, P.O. Box 21, Verona, IL 60479, and any notice to or

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demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purposes.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to Section 113(b) of this Contract.

309. JOB OFFICES (NOT APPLICABLE)

- a. The Contractor shall furnish and maintain, during construction of the Improvements embraced in this Contract, adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows: **N/A**
- b. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.
- c. Upon completion of the Improvements, or as directed by the Local Public Agency, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.
- d. Consideration should be given to the deletion of paragraph "a" if the time set for completion of the Improvements is less than sixty (60) days. It may also be deleted if a job office has been otherwise provided or usable space is available in existing buildings.
- e. If a job office is required, specify in detail the facilities and services required, such as adequate office space, light, heat, hot and cold water, toilet facilities, janitor service, local telephone, closets, plan racks, etc.

310. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided;

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

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- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

311. WORK BY OTHERS (NOT APPLICABLE)

(It may be that local ordinances or regulations require connections, or disconnections, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs, if any, to the Contractor should be stated in paragraph "b". Delete such items not applicable.)

The following work will be done by others:

a. *At no expense to the Contractor.*

- 1. On Site:
 - a.
 - b.
 - etc.

- 2. Off Site:
 - a.
 - b.

b. *At the expense of the Contractor.*

- 1. On Site:
 - a.
 - b.
 - etc.

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312. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge 4 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS

VILLAGE OF VERONA

WASTEWATER SYSTEM IMPROVEMENTS

<u>Drawing No.</u>	<u>Date</u>	<u>Title</u>
1	09/27/2024	Cover Page
2	09/27/2024	Filter Bed & Recirculation Tank Details
3	09/27/2024	Sand Gradation Info.
4	09/27/2024	Miscellaneous Details

All Drawings (*and technical specifications*) for the Improvements embraced in the Contract which will be taken over and maintained by the Local Government for public use should be:

1. prepared in accordance with local standards and ordinances; and
2. approved in the designated head of the proper department of the Local Government, before being included in the Contract Documents.

TECHNICAL SPECIFICATIONS

The Engineer must prepare and attach to these Contract Documents, detailed Technical Specifications covering all items of work involved in the construction of the Improvements as planned. All Technical Specifications for utilities and other underground construction must contain appropriate Sections covering the recording of all necessary data and measurements required for the preparation of the "As-Built" Drawings as specified.

DAVIS-BACON WAGE RATE DECISIONS

**WAGE RATE DECISIONS
WILL BE UPDATED PRIOR
TO THE BID BY ADDENDUM.**

**WAGE RATE DECISIONS
CURRENT AT THE TIME OF BID
MUST BE INCLUDED WITH YOUR BID.**

"General Decision Number: IL20240013 10/04/2024

Superseded General Decision Number: IL20230013

State: Illinois

Construction Types: Heavy and Highway

Counties: Ford, Grundy, Iroquois, Kankakee, La Salle, Livingston, Marshall, McLean, Putnam and Woodford Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects for GRUNDY COUNTY).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	05/03/2024
3	05/17/2024
4	05/24/2024
5	05/31/2024
6	06/07/2024
7	06/14/2024
8	07/26/2024
9	08/30/2024
10	09/20/2024
11	10/04/2024

CARP0174-001 05/01/2024

LASALLE, MARSHALL, and PUTNAM COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 39.30	37.73

CARP0237-010 05/01/2021

WOODFORD COUNTY

	Rates	Fringes
CARPENTER.....	\$ 37.06	31.16
PILEDRIVERMAN.....	\$ 37.06	31.16

CARP0237-016 05/01/2021

LIVINGSTON, McLEAN, AND FORD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 37.06	31.16
PILEDRIVERMAN.....	\$ 37.06	31.16

CARP0555-013 06/01/2020

GRUNDY COUNTY

	Rates	Fringes
CARPENTER.....	\$ 49.76	35.87

CARP0555-015 05/01/2022

IROQUOIS AND KANKAKEE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.65	38.96

ELEC0009-001 05/26/2024

GRUNDY and KANKAKEE COUNTIES

	Rates	Fringes
Line Construction		
Groundman.....	\$ 48.44	60.05%
Lineman and Equipment		

Operator.....\$ 62.10 60.05%

ELEC0034-001 06/01/2022

PEORIA DIVISION - MARSHALL (Area West of Bell Plain & Roberts TWPS) AND WOODFORD (Area West of Kansas, Linn, Palestine & Roanoke TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.50	24.28

ELEC0051-001 03/04/2024

FORD, IROQUOIS, LASALLE, LIVINGSTON, MCLEAN, MARSHALL, PUTNAM, and WOODFORD COUNTIES

	Rates	Fringes
Line Construction		
Groundman/Equipment		
Operator (All crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 55.13	32.5%+7.25
Groundman/Truck Driver.....	\$ 41.82	32.5%+7.25
Lineman and Substation		
Technician.....	\$ 61.36	32.5%+7.25

ELEC0176-001 06/01/2023

	Rates	Fringes
ELECTRICIAN		
Grundy County.....	\$ 52.00	45.01
LaSalle County.....	\$ 51.60	45.00
Putnam County.....	\$ 50.45	44.96

ELEC0176-004 06/01/2023

FORD (Remainder), IROQUOIS (Excluding Artesia, Pegeon Grove, Loda, Fountain Creek, Lovejoy & Prairie Green TWPS), LA SALLE (Deer Park, Eden, La Salle, Peru, Utica, & Vermilion) KANKAKEE, & PUTNAM (Granville, Hennipin & Senachwine TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN		
Ford, Iroquois, and Putnam Counties.....	\$ 50.45	44.96
Kankakee and LaSalle Counties.....	\$ 51.60	45.00

ELEC0197-002 06/01/2024

MCLEAN (Remainder) and WOODFORD (Palestine, El Paso, & Kansas TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.86	23.72

ELEC0538-001 06/01/2023

IROQUOIS COUNTY (Fountain Creek, Lovejoy, and Prairie Green TWPS)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.09	24.37

ELEC0601-002 06/01/2024

FORD (South of Benton TWP), IROQUOIS (Artesia, Pegeon Grove, & Loda TWPS), LA SALLE (Southeastern part), LIVINGSTON, McLEAN (Cropsey, Anchor, Cheney Grove, & Belleflower TWPS), MARSHALL (Roberts, Evans, Bell, Plain, & Bennington TWPS), PUTNAM (Magnolia TWP), and WOODFORD (Linn, Clayton, Minonk, Roanoke, Green, & Panola TWPS) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.82	21.78

* ENGI0150-007 06/01/2023

GRUNDY, KANKAKEE, LA SALLE, LIVINGSTON, AND PUTNAM (East and south of the Illinois River) COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 54.80	47.70
Group 2.....	\$ 54.25	47.70
Group 3.....	\$ 52.20	47.70
Group 4.....	\$ 50.80	47.70
Group 5.....	\$ 49.60	47.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*; Asphalt Spreader; Autograder; ABG Paver*; Backhoes with Caisson Attachment*; Belt Loader*; Caisson Rigs*; Car Dumper, Central Redi-Mix Plant*; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Concrete Breaker (truck mounted)*; Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone etc.; All Derricks; Derrick Boats; Derricks, traveling*; Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (Requires frequent lubrication and water)*; Rock/Track Tamper; Rock Drill truck mounted; Roto Mill Grinder, 36" and over*; Roto Mill Grinder, less than 36"; Slip- Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached

Pusher (two engineers); Tractor with boom; Tractaire with attachments; Raised or Blind Hoe Drill (Tunnel & Shaft)*; Trenching Machine; Truck Mounted Concrete Pump with boom; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator* & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket 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); all Drills; Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster requires two operators (one Group 4); Hydraulic Boom Trucks (All attachments); Locomotives, Dinky; Off-Road Hauling Units (including articulating); Laser Screed; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Rock Drill-Crawler or Skid*; Rock Drill-Truck Mounted*; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc. self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, Compactor, etc; Tug Boats

GROUP 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; Fireman on Boilers; Forklift Trucks; Grouting Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Hydro-Blaster requires two operators (one Group 2); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches

GROUP 5: Bobcats (All); Brick Forklifts; Directional Boring Machine Locator; Oilers

*Equipment requires an Oiler

ENGI0649-004 04/01/2024

McLEAN, MARSHALL, PUTNAM (West of the Illinois River), and

WOODFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 46.67	40.35+A
Group 2.....	\$ 43.14	40.35+A
Group 3.....	\$ 37.36	40.35+A

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes: Overhead Cranes; Hydro Crane; Shovels; Crane type Backfiller; Tower Cranes-Mobile, Crawler, Stationary; Derricks, Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as Cranes; 360 Degrees Swing Excavator, Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Concrete and all recycle machines, Multiple Unit Earth Movers; 75 cents per hour for each scoop over one; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Material Crusher (outside pits and quarries); Screening Plants (outside pits and quarries); Tunnel Boring Machine; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Starting Engineer on Pipeline or Construction (eleven 11 pieces or more); Asphalt Heater & Planer Combination; Wheel Tractors with Dozer, Hoe or End Loader attachments; CAT Earthwork Compactors and similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Creter Crane; Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or similar type; Hydro-Boom Truck; Guard Rail Machine.

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Carts, powered haul unit for a boring machine; P-H one Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machines or other attachments; Tuneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Bump Grinders, Self Propelled; Assistant Heavy Equipment Greaser; Apsco Spreader Tractors (Track-Type w/o Power Units pulling Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Self-Propelled Concrete Saw; Truck Mounted Power Saws; Curb Cutters; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar

Loaders; Track Type Tractor with power unit attached; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer (6 to 10 pieces).

GROUP 3: Straight Framed Truck and Truck Mounted Vac Unit, Starting Engineer (3 to 5 pieces); Trac Air Machine w/o attachments; Rollers, 5 tons & under on earth & gravel; Form Grader; Bulk Cement Plant; Oilers.

- Escalated Rate on Crane, Derrick Booms, and Tower Cranes: Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level. \$.05 per hour, per foot, over 90 feet including jib. \$.02 per hour, per ton - over 50-ton capacity.

- Operating engineers who operate Lattice Boom Crawler Cranes, Lattice Boom Truck Cranes, Telescopic Boom Cranes less than 17.5 Tons, Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators on the equipment they operate shall receive \$1.60 per hour over scale.

A. On designated Hazardous Waste jobs, operators shall receive:
Level A add \$4.00 to the appropriate group rate; Levels B and C add \$3.00 to the appropriate group rate; and Level D add \$2.00 to the appropriate group rate.

ENGI0841-002 04/01/2023

FORD and IROQUOIS COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.15	26.00
GROUP 2.....	\$ 30.05	26.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 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, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine 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 Machines 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 and Similar Types, 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 (Backhoe Attached), 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 Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 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 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, 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, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators 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, Farm Tractor, Super Sucker (and Similar Type of Equipment).

IRON0112-002 05/01/2023

LIVINGSTON, MARSHALL (Southwestern corner), MCLEAN (Western Half), and WOODFORD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.31	32.79

IRON0380-005 05/01/2023

FORD and MCLEAN (Eastern Half) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.08	29.00

IRON0444-001 06/01/2022

GRUNDY COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 47.80	42.50

IRON0444-003 06/01/2022

La Salle, Marshall (Except the Southwestern Part), and Putnam Counties

	Rates	Fringes
IRONWORKER.....	\$ 45.50	38.90

IRON0444-005 06/01/2022

Kankabec County

	Rates	Fringes
IRONWORKER.....	\$ 46.00	39.30

LAB00075-003 06/01/2022

GRUNDY COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.75	33.16
GROUP 3.....	\$ 47.48	33.16
GROUP 4.....	\$ 47.63	33.16
GROUP 5.....	\$ 47.60	33.16
GROUP 6.....	\$ 47.75	33.16
GROUP 7.....	\$ 47.60	33.16

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road to work, Cement and mineral filler handler, concrete puddlers, Batch dumpers (cemt & asphalt); Vibrator operator; Sand and Stone wheelers to mixer (handler); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/ Jackhammermen; Chipping hammermen; Asphalt; laborer; Chain and power saws; Pit men; Fencing laborers; Mason tender (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold, staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner (except road form setting); Setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile railroad tiles and all other creosoted materials, paving blocks and concrete forms; Handling of insulation of any type, all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swing,

suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form Strippers (any type); Mechanical or motorized buggies, for concrete or masons; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods, drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; shore laborer; Bankmen on Floating Plant; Tool and material checkers; signalmen and Flagmen on all construction work defined herein; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipelayers and multiple concrete duct or any other type of pipe used on public utility work (ground level to 8 feet); Pumpcrete pipehandlers;

GROUP 3 - Asphalt rakers; Hod Carriers; Plasterer Laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airports runaways, and radii (any type of form) stringline men for all aforementioned work; Wage and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborer

GROUP 4 - Tunnel miners, and all laborers inside tunnel; air blown pipemen, torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes), all bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swining-suspended on any type or make of scaffold, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (siting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer

LAB00362-001 05/01/2023

MCLEAN COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 36.12	29.09
GROUP 2.....	\$ 37.12	29.09

LABORER CLASSIFICATIONS

GROUP 1 - All classifications not listed below

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Dynamite Man

LAB00393-001 05/01/2022

BUREAU, LA SALLE, and PUTNAM COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.11	30.07
Group 2.....	\$ 34.31	30.07
Group 3.....	\$ 34.51	30.07
Group 4.....	\$ 35.11	30.07
Group 5.....	\$ 36.11	30.07

LABORER CLASSIFICATIONS

GROUP 1: UNSKILLED - All classifications not listed below

GROUP 2: SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized ubit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Backmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)

GROUP 3: SKILLED - Mason Tenders; Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip

Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer

GROUP 4: Dynamite man

GROUP 5: Asbestos Abatement Worker and Hazardous Waste Worker

LAB00751-002 05/01/2020

FORD, IROQUOIS, and KANKAKEE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.49	31.12
Group 2.....	\$ 39.49	31.12

LABORER CLASSIFICATIONS

GROUP 1: UNSKILLED; SEMI-SKILLED - Handling of materials treated with oil, creosote, asphalt and/or foriegn material harmful to skin or clothing; Track laborers; Cement handlers; Chloride handlers; Unloading and laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men; Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt workers with machine and layers; Grade checker; Power tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh); SKILLED - Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or tile layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signal man on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers tending masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers handling masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signalling of all power equipment; Tree Topper or Trimmer

GROUP 2: Dynamite man; Asbestos Abatement Worker and Hazardous Waste Worker

LAB00996-001 05/01/2024

LIVINGSTON, MARSHALL, AND WOODFORD COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.17	28.01
GROUP 2.....	\$ 40.17	28.01

LABORER CLASSIFICATIONS

GROUP 1: All classifications not listed below

GROUP 2: Dynamite Man; Asbestos Abatement Worker and Hazardous Waste Worker; and Lead Base Paint Worker

PAIN0014-005 06/01/2024

GRUNDY COUNTY

	Rates	Fringes
PAINTER.....	\$ 53.05	33.91

PAIN0030-010 06/01/2023

BUREAU, FORD, HANCOCK, LA SALLE, LIVINGSTON, MCDONOUGH, MCLEAN, PUTNAM AND STARK COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller, Pressure		
Roller, Spray, Airless		
Spray, Sandblasting,		
Taper, Drywall		
Taper/Finisher, Structural		
Steel, and Bridges.....	\$ 40.00	26.90

PAIN0157-001 06/01/2023

FULTON, MARSHALL, MASON, PEORIA, SCHUYLER, TAZEWELL AND WOODFORD COUNTIES

	Rates	Fringes
PAINTER		
Brush, Spray, Pressure		
Roller, Sandblasting,		
Bridges, & New Structural		
Steel Work.....	\$ 40.00	26.90

PLAS0011-003 06/01/2023

LASALLE & PUTNAM COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 40.50	33.54
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PLAS0011-011 06/01/2023

IROQUOIS AND KANKAKEE COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 46.00	37.04
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PLAS0018-010 05/01/2017

MARSHALL and WOODFORD (North and West of Routes 116 and 117) COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 32.11	25.52
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PLAS0018-018 05/01/2017

LIVINGSTON (Southern Part), MCLEAN, and WOODFORD (South of Route 116) COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 33.46	22.22
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PLAS0018-024 05/01/2017

LIVINGSTON (Northern Part) COUNTY

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 32.11	25.52
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PLAS0143-006 05/01/2015

FORD COUNTY

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 31.51	17.50
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TEAM0026-003 05/01/2024

FORD (Elliot, Gibson City, Harpster, Melvin, Paxton, Roberts & Sibley), IROQUOIS (Fountain Creek, Lovejoy, Milford, Pigeon Grove, Prairie Green & Stockland),MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTIES

Rates	Fringes
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TRUCK DRIVER

Group 1.....	\$ 43.24	24.27
Group 2.....	\$ 43.83	24.27
Group 3.....	\$ 44.10	24.27
Group 4.....	\$ 44.49	24.27
Group 5.....	\$ 45.59	24.27

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0050-005 05/01/2024

MARSHALL AND WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 43.31	24.56
Group 2.....	\$ 43.89	24.56
Group 3.....	\$ 44.21	24.56
Group 4.....	\$ 44.56	24.56
Group 5.....	\$ 45.67	24.56

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0179-006 06/01/2024

FORD (North section the of the County North of a line from the Southeastern corner of Livingston County straight East to the Ford-Irquois County Line), GRUNDY, LIVINGSTON (Avoca, Belle Prairie, Broughton, Charlotte, Chatsworth, Dwight, Eppards Point, Esmen, Fayette, Forrest, Germanville, Indian Grove, Nebraska, Odell, Owega, Pike, Pleasant Ridge, Pontiac, Rooks Creek, Round Grove, Saunemin, Sullivan, Union, & Waldo), MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 44.82	0.25+a
4 Axle Trucks.....	\$ 44.97	0.25+a
5 Axle Trucks.....	\$ 45.17	0.25+a
6 Axle Trucks.....	\$ 45.37	0.25+a

FOOTNOTES:

a. \$1055.60 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy work classification is an additional \$1.50 per hour

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or

more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0179-007 06/01/2024

KANKAKEE AND IROQUOIS (All of Iroquois except the townships of Milford, Stockland, Loda, Pigeon Grove, Fountain Creek, Lovejoy, and Prairie Green) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 44.82	0.25+a
4 axles.....	\$ 44.97	0.25+a
5 axles.....	\$ 45.17	0.25+a
6 axles.....	\$ 45.37	0.25+a

FOOTNOTES:

a. \$1055.60 per week.

Low Boy work classification is an additional \$1.50 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50

feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0722-004 05/01/2024

LASALLE, LIVINGSTON (all of the Livingston except Amity, Avoca, Belle Prairie, Broughton, Charlotte, Chatsworth, Dwight, Eppards Point, Esmen, Fayette, Flanagan, Forrest, Germansville, Indian Grove, Nebraska Township, Nevada, Newton, Odell, Oswego, Pike, Pleasant Ridge, Pontiac, Rooks Creek, Round Grove, Saunemin, Sullivan, Sunbury, Union & Waldo), PUTNAM COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 43.24	24.27
Group 2.....	\$ 43.83	24.27
Group 3.....	\$ 44.10	24.27
Group 4.....	\$ 44.49	24.27
Group 5.....	\$ 45.59	24.27

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

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

TEAM0731-003 04/01/2023

GRUNDY and KANKAKEE COUNTIES

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

NOTICE OF AWARD

To: Village of Verona
Engineer: Chamlin & Associates, Inc.
Bidder: _____
Bidder's Address: _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, _____, and information for Bidders.

You are hereby notified that our BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS with ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____

Village of Verona
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

This the _____ day of _____, _____

By: _____

Title: _____

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

NOTICE TO PROCEED

To: Village of Verona

Date: _____

Engineer: Chamlin & Associates, Inc.

Project: _____

Contractor: _____

Address: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, _____, on or before _____, _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

Village of Verona
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

Contractor

this the _____ day of

_____, _____

By _____

Title _____

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE Adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) _____ (decreased) by
calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this order must be approved by the signatories below.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____
_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

IN WITNESS WHEREOF, this instrument is executed in 4

counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Witness to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy that amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IL Department of Commerce & Economic Opportunity
Community Development Block Grant Program (CDBG)
Davis Bacon Labor Standards Provisions**

IN WITNESS WHEREOF, this instrument is executed in 4

counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Witness to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

APPENDIX 3-6-B

MINORITY WORKFORCE GOALS

<u>COUNTY</u>	<u>GOAL PERCENT</u>	<u>COUNTY</u>	<u>GOAL PERCENT</u>
ADAMS	3.1	LEE	4.6
ALEXANDER	11.4	LIVINGSTON	18.4
BOND	11.4	LOGAN	4.0
BOONE	6.3	MACON	7.6
BROWN	3.1	MACOUPIN	11.4
BUREAU	18.4	MADISON	14.7
CALHOUN	11.4	MARION	11.4
CARROLL	3.4	MARSHALL	3.3
CASS	4.0	MASON	3.3
CHAMPAIGN	7.8	MASSAC	5.2
CHRISTIAN	4.0	MCDONOUGH	3.3
CLARK	2.5	MCHENRY	19.6
CLINTON	14.7	MCLEAN	2.5
COLES	4.8	MENARD	4.5
COOK	19.6	MERCER	3.4
CRAWFORD	2.5	MONROE	14.7
CUMBERBLAND	4.8	MONTGOMERY	11.4
DEKALB	18.4	MOULTRIE	4.0
DEWITT	4.0	OGLE	4.6
DOUGLAS	4.8	PEORIA	4.4
DUPAGE	19.6	PERRY	11.4
EDGAR	4.8	PIATT	4.8
EDWARDS	3.5	PIKE	3.1
EFFINGHAM	11.4	POPE	5.2
FAYETTE	11.4	PULASKI	11.4
FORD	4.8	PUTNAM	18.4
FRANKLIN	4.8	RANDOLPH	11.4
FULTON	3.3	RICHLAND	11.4
GALLATIN	3.5	ROCK ISLAND	4.6
GREENE	11.4	SALINE	3.5
GRUNDY	18.4	SANGAMON	4.5
HAMILTON	3.5	SCHUYLER	3.3
HANCOCK	3.4	SCOTT	4.0
HARDIN	5.2	SHELBY	4.0
HENDERSON	3.4	STARK	3.3
HENRY	4.6	STEPHENSON	4.6
IROQUOIS	18.4	ST. CLAIR	14.7
JACKSON	11.4	TAZEWELL	4.4
JASPER	11.4	UNION	11.4
JEFFERSON	11.4	VERMILLION	4.8
JERSEY	11.4	WABASH	3.5
JODA VISS	0.5	WARREN	3.3
JOHNSON	11.4	WASHINGTON	11.4
KANE	19.6	WAYNE	11.4
KANKAKEE	9.4	WHITE	3.5
KENDALL	18.4	WHITESIDE	3.4
KNOX	3.3	WILL	19.6
LASALLE	18.4	WILLIAMSON	11.4
LAWRENCE	3.5	WINNEBAGO	6.3
LAKE	19.6	WOODFORD	4.4

Female workforce goals (all counties): 6.9 percent

SOURCE: Federal Register/Vol.45 No.194/Friday, October 3, 1990, Notices Pages 65987-65988

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Grants and Agreements

Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

- 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

CHAMLIN FORMS

**PREPARED BY
CHAMLIN & ASSOCIATES, INC.
4152 PROGRESS BOULEVARD
PERU, IL 61354**

SUPPLEMENTARY CONDITIONS

STANDARD SPECIFICATION REFERENCE

Unless otherwise stated, all work on this project shall be governed by the "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition. Any reference to the specifications of the Illinois Department of Transportation (IDOT) included herein shall mean the latest edition of the Standard Specifications for Road and Bridge Construction prepared by the State of Illinois Department of Transportation. Any work relative to this project not covered by specifications, the special provision or the plan documents shall be covered by the above-mentioned Standard Specifications.

GENERAL CONDITIONS AND OTHER RELATED FRONT-END DOCUMENTS

Be advised that any conflict between the Standard General Conditions contained in Section A and Instructions to Bidders, General Conditions and other related documents as required by DCEO regulations in Section B, the DCEO documents shall apply.

UTILITIES

The Contractor shall be responsible for notifying all utilities prior to any excavation. Locations of utilities shown on these plans are approximate and shall be verified by the Contractor prior to any excavation with no additional compensation.

INSURANCE

The **minimum** limits of the Contractor's Liability Insurance as indicated in the Standard General Conditions, Article 6.03 – Contractor's Insurance, shall be as follows:

- A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts, the limits should be the Statutory Limits.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees, the **minimum** limits should be \$1,000,000.
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees, the **minimum** limits should be \$1,000,000.
- D. Claims for damages insured by reasonably available personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or by any other person for any other reason, the **minimum** limits should be \$1,000,000.
- E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, the **minimum** limits should be \$1,000,000.
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, the **minimum** limits should be \$1,000,000.

In addition to the above coverages, the Contractor shall carry an umbrella/Excess Liability policy in the amount of **not less than** \$2,000,000 which should include Employer's Liability Coverage.

The Contractor, as indicated in Article 6.03.C shall extend insurance to both the Owner and the Engineer for the liability coverages listed above, by endorsement as **additional primary and non contributory insureds**. A copy of the endorsement which adds the additional insureds to the policy shall also be provided as well as **Waivers of Subrogation** endorsements for the General Liability and Worker's Compensation policies.

Regarding Commercial General Liability Insurance, Products/Completed Operations Coverage shall be maintained and evidence of continuation provided to the Owner and each other additional insured for **three years** after final payment.

SAM.GOV

Bidders must have a SAM Unique Entity ID assigned and a complete, active SAM registration prior to contract award [85 FR 49523, 25.205], and not be excluded from participating in any federal assistance program [24 CFR 85, Subpart C 85.35]. Sub-contractors are not required to be registered as they are not paid directly from grant funds. – Check DCEO docs.

VENUE OF LAWSUITS

The parties of this Contract agree that if any dispute arising from the pursuit of said Contract requires the filing of a lawsuit, venue of such lawsuit shall be in the Circuit Court of Grundy County, Illinois.

SUBSTANCE ABUSE PREVENTION PROGRAM

Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 as enacted by the Illinois General Assembly or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

The apparent low Bidder, upon notification of contract award by the Owner, shall submit the required documents with the executed contract documents and insurance certificates. The Contractor is responsible for obtaining all appropriate documentation from their subcontractors and submitting to the Engineer.

PREVAILING WAGE RATES

All wages paid by the Contractor and each subcontractor shall be in compliance with the Davis-Bacon Act as defined by the United States Department of Labor. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. **Updated wage rate decisions will be issued per addendum. Contractor shall include with their Bid the Davis-Bacon wage rates current at the time of bid opening.**

A copy of the Federal Labor Standards Provisions is included herein.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the Contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of Labor.

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

BUILD AMERICA BUY AMERICA (BABA)

The BABA Act is applicable to this project. The Build America, Buy America (BABA) requires that products purchased in connection with infrastructure projects funded by Federal Financial assistance programs must be produced in the United States.

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION RULES & REGULATIONS

All work described herein and as shown on the accompanying plan sheets shall comply in all respects to pertinent articles of the current edition of the State and Federal Governments' rules and regulations concerning occupational safety and health standards.

Within Section 1926.652(a), OSHA requires that every jobsite with excavations must have a "Competent Person" present to evaluate the potential for hazards to employees. It shall be the responsibility of the Contractor to provide the required "Competent Person" as defined below.

He must ensure that every trench 5' or more in depth has a protective system. He must ensure that every trench less than 5' undergoes an inspection to determine whether a collapse hazard to employees exists. If a collapse hazard is detected, an appropriate protective system must be used.

A "Competent Person" is defined as one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees and who has the authorization to take prompt corrective measures to eliminate them.

"Competent Person" responsibilities:

- Understand the standards and any and all data provided.
- Select proper protective system based on soil type
- Recognize and reclassify soil after changing conditions
- Conduct air test for hazard atmospheres
- Design structural ramps
- Locate underground installations/utilities
- Monitor water removal equipment
- Perform inspections prior to work daily
- Inspect after each hazard-increasing event
- Responsible for ensuring OSHA compliance

**VILLAGE OF VERONA
WASTEWATER SYSTEM IMPROVEMENTS**

OCTOBER, 2024

TECHNICAL SPECIFICATIONS

**PREPARED BY
CHAMLIN & ASSOCIATES, INC.
4152 PROGRESS BOULEVARD
PERU, IL 61354**

SECTION 01 1000 - SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Contract description.
2. Contractor's use of Site.
3. Specification conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes:

1. 50 GPM Influent Pump Replacements – The six (6) discharge pumps in the Recirculation Tank shall be replaced with Orenco P500712-20 50 gpm, ¾ HP, 1 Phase, 230V pumps. The removed pumps shall be salvaged to the Owner. Under this item, the pumps shall be provided. Along with their three (3) Biotube Effluent Filters, which shall be removed and replaced. The replacement filters shall be compatible with the Biotube Pump Vault (Part #PVU95-2425-L). The removed filters shall be cleaned and returned to the Owner
2. Installation of Pumps – Under this item the six (6) pumps provided under Item 1 shall be installed with their filters.
3. Influent Flow Meter – A mag meter shall be installed in the 4" force main upstream of the sand filter facilities at the location indicated on the Plans. The mag meter shall be installed within a manhole vault as detailed in the Plans, with the readout installed in the facility's Control Building. Additionally, this pay item includes, but is not limited to, manhole and piping modifications.
4. 20 GPM Pumps – The Village operates ten (10) primary tank/lift stations, at locations as shown on the Plans, each including two (2) pumps. The pumps are Orenco P200512-20 20 gpm, ½ HP, 1 Phase, 230V pumps. Under this item, these pumps shall be provided and installed.
5. Amp Readout at Each Station – At each primary tank/lift station, each pump shall have an amp readout installed in the face of the control panel. The amp readout shall be a digital readout capable of reading in the range of 0-10 amps and housed in corrosion-resistant housing.
6. Control Panels – The control panels at the primary tank/lift stations shall be replaced with Orenco MVP - DAX2 custom control panels with deadfronts. Under this item the control panels shall be provided.
7. Install Control Panels – Under this item, the Control Panels provided under Item 6 shall be installed.
8. Remote Monitoring System – Communication devices shall be provided for all ten (10) primary tank/lift stations, a total of eleven (11) to be provided. Communication devices using standard internet web browser software, shall each include:
 - a) Cellular modem, with one-year pre-paid wireless service.
 - b) Capability to monitor and analyze system reports and alarms.
 - c) 12-volt battery charging power supply and battery backup with a 36-hour minimum operation time.

- d) Single-phase lightning arrestor connect to each line of incoming side of power input terminals with transient protectors, 4000-volt optical isolators and good electrical ground connection.
 - e) Alarm notification operator programmable.
 - f) Cellular devices shall monitor up to four (4) analog inputs and fourteen (14) universal digital inputs.
 - g) Password protected screen in NEMA 4X enclosure with clear front cover.
 - h) Under this item, the specified communication devices shall be provided.
9. Install Remote Monitoring System – under this item, the communication devices provided under Item 8 shall be installed. The devices at the primary tank/lift stations shall be mounted on the control panel frames and connected to the panels with signal wires.
10. Cellular Data Plan – Under this item the Contractor shall provide for the Owner a three-year pre-paid wireless service agreement.
11. Remove Sludge from Lift Stations – Under this item the primary tanks at each lift station shall have approximately 50% of their contents pumped out and the pumpage shall be properly disposed. The tanks are:

<u>Tank</u>	<u>Vol (Gals)</u>
1	8,000
2	8,000
3	9,000
4	9,000
5	10,000
6	5,000
7	5,000
8	5,000
9	5,000
10	6,000

12. Orenco Filters – One (1) Orenco Biotube filter is installed at each of the ten (10) primary tank/lift stations. Two (2) additional filters shall be provided to the Owner for backup purposes. The filters shall be supplied as follows: five (5) filters of Part #FT1254-36A and five (5) filters of Part #FT1554-36A.
13. Remove and Replace Filters – Under this item, the existing Biotube filters shall be removed and replaced with new units of the same type. The replacement filters shall correspond to the existing filter types at each location. The old filters shall be cleaned and returned to the Owner, along with the two (2) new spares.
14. Mobilization – Under this item, the Contractor may include a lump sum amount to cover their costs to mobilize and demobilize for this work. The price bid shall be paid as one half (1/2) at the beginning of the job and the other one half (1/2) at the end of the job. The total bid shall not exceed 7% of the total bid price.
15. Sand Filter Media Replacement - Under this item, the Contractor shall remove all existing media from the sand filter bed and install new media in strict accordance with the manufacturer's specifications and procedural recommendations. Refer to the Plans for media profiles and gradation requirements. Media volumes provided shall conform to the specified profiles at the lump sum price bid for this item. The Contractor shall install new piping in the filter bed, including both distribution piping, underdrains, and observation wells. Additionally, the existing liner shall be replaced. The Contractor shall address the maintenance of the bed's plywood walls

during the media replacement, ensuring that the walls remain supported without media. The Contractor may utilize any means and methods deemed most prudent for this purpose. The cost associated with maintaining the walls shall be borne by the Contractor. Upon completion of media replacement, non-woven geotextile fabric with a weight of 16 oz. per square yard shall be laid evenly on top of the sand filter bed. The fabric must be properly aligned and cover the entire area. To secure the fabric, galvanized cattle fence panels with dimensions of at least 60 inches in height by 16 feet in length shall be used. The panels should be made of 4-gauge wire and have a mesh size of 8 inches by 4 inches. Place the panels along all edges of the geotextile fabric and ensure they overlap at fabric joints to maintain fabric stability. Secure the fabric thoroughly with the panels to prevent any movement and to ensure that all overlaps are adequately covered. See Plans for specific details.

- B. Time Restrictions for Performing Work: Work shall be substantially complete by October 24, 2025 and ready for Final Payment by December 5, 2025.
- C. Perform Work of the Contract in accordance with the General Conditions and Supplementary Conditions.

1.3 CONTRACTOR'S USE OF SITE

- A. Limit use of site to allow:
 - 1. Work by Others and Work by Owner.
 - 2. Use of site by the public and Owner as necessary.
- B. Construction Operations: Limited to areas as agreeable to Owner's operator.

1.4 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. In addition to these Specifications, the following documents shall be considered standard specifications for this project:
 - 1. Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," current edition, and "Supplemental Specifications and Recurring Special Provisions," current edition. These two (2) documents shall herein be referred to as the "Roadway Specifications."
 - 2. Illinois Society of Professional Engineers' "Standard Specifications for Water and Sewer Construction in Illinois," current edition. This document shall herein be referred to as the "Water and Sewer Specifications."
 - 3. Illinois Plumbing Code (Ill. Admin. Code, Title 77, Chapter I, Subchapter r, Part 890), effective April 24, 2014
 - 4. International Building Code, current edition.
- C. In case of conflict between the above-referenced "Standard Specifications" and the Drawings and Specifications for this project, the Drawings and Specifications for this project will govern.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Defect assessment.
- D. Unit prices.
- E. Alternates.

1.2 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702. Contractor's electronic media driven form will be considered and requires Engineer's approval.
- B. Content and Format: Utilize Schedule of Quantities/Summary of Quantities for listing items in Application for Payment for Unit Price Contracts. Lump Sum Contracts shall list items per the Engineer approved Schedule of Values.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment period: Submit at intervals stipulated at the Pre-Construction Meeting.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300 – Submittal Procedures.
- F. Submit partial waivers of lien from the Contractor and his suppliers and subcontractors.
- G. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Affidavits/invoices attesting to off-site stored products and associated insurance certificate.
 - 3. Affidavits/invoices attesting to on-site stored products stored but not installed.

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

- B. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- C. Engineer may issue Proposal Request/Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 3 days.
- D. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors. Document requested substitutions.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request/Notice of Change and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Engineer.
- F. Construction Change Directive: Engineer may issue directive, on Engineer's designated form, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. The Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- J. Change Order Forms: Change Orders shall be processed on the Engineer's provided Change Order Form found in these Specifications.
- K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- L. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer and Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.5 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related Work and modify surrounding Work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Substantial Completion, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of completed, satisfactory work.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Owner, and Contractor.
- C. Agenda:
 - 1. Shall be provided by the Engineer. Potential items may be but are not limited to the following items.
 - 2. Execution of Owner-Contractor Agreement.
 - 3. Submission of executed bonds and insurance certificates.
 - 4. Distribution of Contract Documents.
 - 5. Submission of the Contractor's list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 6. Designation of personnel representing parties in Contract.
 - 7. Communication procedures.
 - 8. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 9. Scheduling.
 - 10. Safety, security, and housekeeping procedures.

- D. Engineer: Record minutes and distribute copies to participants within two days after meeting, with copies to Contractor, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
 - 1. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- B. Attendance Required: Contractor's Job Superintendent, major subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- C. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on Progress Schedule and coordination.
 - 13. Other business relating to Work.
- D. Engineer: Record minutes and distribute copies to participants within two days after meeting, with copies to Contractor, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed product list.
- C. Product data.
- D. Shop Drawings.
- E. Samples.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal to Engineer.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and submit electronic submittals via email as PDF electronic files or deliver to the Engineer at his business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 20 days after the date of the Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from the Engineer.
- I. Revisions to Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files to Engineer, or as opaque copies (number required by Contractor, plus three copies Engineer will retain).
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review, produce copies and distribute.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files to Engineer, or as opaque copies (number required by Contractor, plus three copies Engineer will retain).
- E. After review, produce copies and distribute.

1.7 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.

2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. After review, produce copies and distribute.

1.8 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.

- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 7 days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Examination.
- H. Preparation.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work using persons qualified to produce required and specified quality.
- F. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- G. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable codes.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by the Engineer and Owner.
 - 1. Laboratory: Authorized to operate in the State of Illinois.
- C. Reports shall be submitted by independent firm to Engineer and Contractor, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- G. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- H. Agency Reports: After each test, promptly submit 2 copies of report to Engineer and Contractor. When requested by Engineer, provide interpretation of test results.
- I. Limits on Testing Authority:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency or laboratory may not approve or accept any portion of the Work.
 - 3. Agency or laboratory may not assume duties of Contractor.
 - 4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and

balancing of equipment, and commissioning as applicable, and to initiate instructions when necessary.

- B. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the work including, but not necessarily limited to:
 - 1. Temporary utilities such as heat, water, electricity and telephone;
 - 2. Field office for the Contractor's personnel;
 - 3. Sanitary facilities;
 - 4. Enclosures such as tarpaulins, barricades, and canopies;
 - 5. Temporary fencing of the construction site;
 - 6. Project sign;
 - 7. Field office for Engineer's personnel.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplemental Conditions, and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by sub-contractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
 - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

1.2 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 PRODUCTS

2.1 UTILITIES

- A. Water:
 - 1. Provide necessary temporary piping and water supply and, upon completion of the Work, remove such temporary facilities.
 - 2. Provide and pay for water used in construction.

- B. Electricity:
 - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
 - 2. Provide area distribution boxes so located that the individual trades may furnish and use 100 ft. maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety.
 - 3. Provide and pay for electricity used in construction.

- C. Heating:

1. Provide and maintain heat necessary for proper conduct of operations needed in the Work.

D. Telephone:

1. Make necessary arrangements and pay costs for installation and operation of telephone service to the Contractor's office and to Engineer's office at the site.

2.2 FIELD OFFICES AND SHEDS

A. Contractor's facilities:

1. Provide a field office building and sheds adequate in size and accommodation for Contractor's offices, supplies, and storage.
2. Within the Contractor's facilities, provide enclosed space adequate for holding project meetings. Furnish with table, chairs, and utilities.
3. Provide a separate office for Engineer. Furnish with table, chairs, file cabinet, telephone, answering machine and utilities.

B. Sanitary facilities:

1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
2. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.4 TEMPORARY FENCING

- A. Provide and maintain for the duration of construction a temporary fence of design and type needed to prevent entry onto the Work by the public.

2.5 PROJECT SIGNS

- A. Prior to start of construction, secure from the Engineer at the Engineer's office two (2) of the Engineer's standard job signs. Mount at the job site where directed by the Engineer.
- B. Upon completion of the Work, demount the Engineer's job signs and return them to the Engineer's office.
- C. Except as otherwise specifically approved by the Engineer, do not permit other signs or advertising on the job site.

PART 3 EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.

- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Engineer.

END OF SECTION

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SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.

- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide secure, insured off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 3. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Protecting installed construction.
- E. Project record documents.
- F. Product warranties and product bonds.
- G. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from the site.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up.
- B. Notify Engineer and Owner 14 days prior to start-up of each item.
- C. Execute start-up under supervision of Contractor's personnel in accordance with manufacturer's instructions.

1.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit documents to Engineer with claim for final Application for Payment.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.
- F. Time Of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.8 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections during warranty period.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 26 1000 - ELECTRICAL

PART 1 GENERAL

1.1 SUMMARY

A. Work Included:

1. These Electrical Specifications cover the providing of a complete electrical system of proper voltage, capacity, and location, from the point of electric service to the various loads as shown herein on the accompanying Drawings. The labor, materials, equipment, appliances, and services necessary to accomplish in compliance with the Contract Documents all electrical work required by this project shall be provided by the Contractor.
2. The Contractor shall familiarize himself with existing conditions via an on-site inspection of the site and building(s), which familiarization is to be accomplished prior to bidding.

B. Scope:

1. It is the intention of the specifications and the related portions of the accompanying Drawings to cause all systems indicated to be furnished complete, in every respect, to include furnishing and installing all equipment needed and usually furnished in connection with such a system, whether specifically mentioned or not, except such parts as are specifically excluded.
2. The Drawings showing the arrangement of the buildings and electrical equipment with wiring interlineation, figures, and details shall be considered as part of and illustrating these specifications.
3. The Drawings are not intended to show all details or any special construction which may be found necessary as work progresses. Any work necessary, due to such lack of such detail, shall be done by the Contractor at no extra cost to the Owner.

1.2 QUALITY ASSURANCE

- A. Codes – Materials and Equipment: All materials and equipment shall conform with the most current NEMA, UL, NEC, Local Utility, and Local Electrical Code standards or higher, including subsequent revisions. The reference of articles and clauses of the NEC is for convenience and does not imply that other articles and clauses do not also apply.
- B. Codes – Work: All work shall be in accordance with the current edition and subsequent revisions of the National Electrical Code (NEC) and any other applicable building codes.
- C. Conflicts: In the case of conflict between or among pertinent codes, standards, and regulations, the most stringent requirement shall take precedence and govern over the remaining requirements.
- D. Warranty: Unless otherwise noted, the Contractor's warranty shall be in accordance with the General Conditions for a time period of one year from the date of final acceptance.

1.3 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Requirements for submittals.

- B. Product Data: Within 35 calendar days after the Contractor has received Owner's "Notice to Proceed," the Contractor shall submit shop drawings for approval by the Engineer for all apparatus and accessories, and cuts for specialties, proposed to be furnished and installed under the Contract. This submittal shall include, but not be limited to:
1. Materials list of items proposed to be provided under this Section.
 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 3. Shop drawings showing general layout, installation, materials, finishes, construction and assembly, and wiring and clearances between equipment proposed to be furnished and a building structure.
 4. Manufacturer's recommended installation procedures which, when approved by the Engineer will become the basis for accepting or rejecting actual installation procedures used on the work.
- C. Manuals:
1. Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the Engineer three copies of operation and maintenance manuals compiled in accordance with the provisions of Section 01 7000, and containing, in addition to other prescribed data:
 - a. Operating instructions including complete details, adjustments, and instructions relating to the controls of the equipment.
 - b. Parts lists.
 - c. Maintenance requirements of all equipment furnished under this Section.
 2. The enumerated operating and maintenance instructions for the electrical equipment furnished under this Section shall be grouped by major item and bound together in one folder before submitting to the Engineer.

1.4 PRODUCT HANDLING

- A. Delivery and Storage: Materials delivered to the job site shall be properly marked, with markings corresponding to those shown on the approved shop drawings, to identify the location for which they are intended. Materials shall be stored in a manner to maintain identification and prevent damage, off the ground, using pallets or other supports, in a dry location, off walkways and other locations where damage may occur, and to prevent easy access for inspection.
- B. Protection: The Contractor shall protect all electrical materials scheduled to remain and shall replace items which are damaged during construction.

PART 2 PRODUCTS

2.1 ASSOCIATED ELECTRICAL EQUIPMENT TO BE FURNISHED

- A. Any equipment that is being supplied by a manufacturer as a "package" item, shall comply with these Electrical Specifications.
- B. All items furnished as "package" items shall also include all associated electrical motors and/or loads, electrical controls, panels, limit switches, alarms and other miscellaneous electrical equipment unless otherwise indicated in these specifications or on the related portion of the accompanying Drawings. The only items that would not normally be supplied as a part of the

“package” would be the electrical service to the equipment and all necessary conduit, wiring and installation which would be provided by the Contractor.

- C. It shall be the Contractor’s responsibility to furnish all equipment, material and labor that is not furnished as a part of said “package” and is required to provide a complete and operable installation. No additional expense shall be incurred by the Owner due to any misunderstandings between the Contractor and supplier.

2.2 GROUNDING MATERIALS

- A. Ground rods shall be 3/4” diameter by 10 foot minimum length, copper clad steel.
- B. Electrode clamps shall be suitable for connecting up to 1/0 AWG copper stranded conductor, equal to Burndy Hyground irreversible crimp connectors.
- C. All grounding materials shall be UL-approved.

2.3 WIRE, CONDUIT, AND WIRING DEVICES

- A. All conductors, insulation qualities, size, and current capacities shall, as a minimum, conform to NEC Article 310 and Chapter 9.
- B. Unless otherwise shown on the related portions of the accompanying Drawings, all power and control wires shall be new code wires type “THWN” or “THHN”.
- C. No wire smaller than #12 gauge shall be used for power wiring. Control wiring may be #14 or #16.
- D. All wires shall be 98% conductivity, copper wire, stranded. All devices receiving stranded wire shall be designed for stranded wire terminations.
- E. Direct buried underground wire shall not be allowed.
- F. Communications wire shall be 4 to 20 ma, shielded, twisted pair, #8719 as manufactured by Belden Wire and Cable of Richmond, IN or equal or as detailed on the Drawings.
- G. RGS conduit shall mean rigid galvanized steel conduit. RNC shall mean rigid non-metallic conduit. Heavy wall RGS shall be used for all exposed conduit, interior and exterior. Underground-conduit shall be RNC. See conduit and cable schedule.
- H. Conduit shall be NEC approved, have a minimum size as determined by the code, be no smaller than 3/4” in diameter and conform to NEC Article 300.
- I. All conduit may be installed exposed, unless noted otherwise.
- J. Conduit fittings shall be oblong forms. Pull or junction boxes shall be provided where necessary to facilitate installation of conductors and to support vertical runs of conductors, which support shall be in accordance with the NEC.

- K. All wiring devices consisting of junction boxes, pull boxes, outlet boxes, wire-ways duct, plug-in buss duct, receptacles and switches shall conform to the NEC Articles 370 and 380 as applicable, unless specified higher in the Contract Documents.
- L. Plug receptacles shall be Hubbell, P & S, Leviton or equal with an ivory color. Ground fault circuit interrupting "GFCI" receptacles shall be same or equal.
- M. Outlet boxes used with RGS conduit shall be FS type for switches and plug receptacles with blank or special cast corners and gaskets as required.
- N. Interior devices shall be encased in an enclosure rated NEMA 1 as a minimum, unless specified higher on the Contract Documents.
- O. Exterior devices shall be completely weatherproofed, encased in an enclosure rated NEMA 3R or 4, an enclosure providing a greater degree of protection, or an enclosure as specified. Switches and receptacles shall be of the weatherproof type, with cap provided and installed.
- P. All electrical panels, whether floor mounted, wall mounted, or frame mounted, shall have the working space required by Article 110 of the NEC delineated by a four inch wide yellow stripe on the floor. This stripe may be either painted or purpose-made floor marking tape.

PART 3 EXECUTION

3.1 INTRODUCTION

- A. To the extent indicated, the wire and conduit size, the type and capacity of control equipment, special appurtenances, lights and fixtures, and any special installation requirements shall be as defined, scheduled, or shown. Locations shown on panel boards, motors, outlets, fixtures, transformers and other equipment are approximate. The single-line wiring diagram, if included, indicates motor sizes and types of controls.
- B. It should be noted that on all small motors, the sizes indicated are approximate only. Final sizes must be determined from the actual equipment purchased, and breakers or fused disconnects, starters, conduit, and wire must be supplied at no extra compensation for the motor sizes actually installed.

3.2 EXISTING UTILITIES

- A. The Contractor shall be responsible for verifying the location of existing utilities indicated on the related portions of the accompanying Drawings and for determining the location of existing utilities not shown. Where unmarked utility lines, underground obstructions or piping may be uncovered on the premises, the Contractor shall notify the utility company having jurisdiction thereof, take all necessary measures to prevent interruption of services that may be damaged or interrupted through the Contractor's own negligence, and be responsible for immediate repair and/or restoration at his expense. Buried utilities shown on the Drawings are for information only, and not guaranteed to be accurate.

3.3 PROJECT CONDITIONS

- A. If existing conditions prohibit installation or installation as shown on the related portions of the accompanying Drawings, the Contractor shall contact the Engineer for a solution.

3.4 COOPERATION

- A. During construction, the Contractor shall confer with other contractors whose work may affect the work under this Section and make arrangements or changes to avoid interference or improper operation of the system.
- B. All electrical equipment furnished by other trades shall have manufacturer's instructions provided and shall be checked by the Contractor performing the electrical work as to their suitability for the particular installation before proceeding with installation or wiring of them.

The Contractor shall consult the Contract Documents and specifications of trades providing the equipment and controls for control wiring diagrams and shall refer to their shop drawings, in order to become familiar with equipment, type and operation, their location, and extent of work required for installing, wiring, and connecting them.

3.5 PROTECTION OF COMPLETED WORK

- A. The Contractor shall protect the work completed and repair it or replace it if damage should occur. Equipment and materials installed prior to the painting of a room shall be protected against paint damage. Equipment and materials installed shall be clean, inside and out, prior to acceptance of work by the Engineer.

3.6 STARTUP OF SYSTEMS

- A. Equipment manufacturers shall supply the services of qualified technical personnel during startup or for preliminary adjustments of equipment. There shall be no limit with regard to amount of time required by the startup technician to complete startup procedures. Startup shall be considered as being complete only when all equipment is operating to the satisfaction of the Engineer and the Owner. Services of said technicians shall also be supplied as needed after startup in the event of equipment failure or malfunction during the warranty period and also for instruction of operating personnel in the use of equipment. Startup must be completed before the expiration of working days specified in the Contract Documents.
- B. If in the opinion of the Engineer or the Owner, based on performance, a particular technician is not totally qualified in the area of work involved, the equipment manufacturer shall provide the services of a more qualified technician.
- C. It shall be the Contractor's responsibility to coordinate the efforts of all technical personnel involved in the startup of a particular system.
- D. Startups shall be scheduled at times that are convenient for the Owner and the Engineer and shall interfere with normal plant operations as little as possible.

3.7 FINAL INSPECTION

- A. After all construction is completed and the system is ready for operation, the Contractor shall contact and notify the Engineer that the project is ready for final inspection. The Engineer will inspect the project within five working days of this notification. The job shall not be considered complete until the Engineer has approved all work as acceptable and complete.

3.8 INSTALLATION/ERECTION

- A. All electrical equipment and conduit, including accessories and appurtenances, shall be installed straight, true, level, plumb, and either parallel to or at right angles with the building, except as stated herein or as shown on the related portions of the accompanying Drawings and with verbal confirmation from the Engineer at the time of installation.
- B. Listed or labeled equipment shall be installed and in accordance with instructions included in the listing or labeling.
- C. Every precaution has been taken to ensure that the related portions of the accompanying Drawings do comply with these specifications. If the Contractor feels some item or items may not comply with these specifications, the Contractor shall notify the Engineer for a solution.

3.9 ANCHORS

- A. The electrical equipment shall be firmly attached to the structure using anchors, screws, and/or hangers, which are UL-listed for the use intended. The use of the tie wire, metal stripping and other non-UL-listed equipment for electrical use shall not be permitted.

3.10 CIRCUIT LABELING

- A. The Contractor shall affix printed labels to the inside of all load centers and panels and these labels shall identify each circuit number and load description of the circuit loads.
- B. Circuits and ratings shall be identified on all protective devices or on the inside of the device cover, including fused disconnects and fuse blocks with fuse size and type included.
- C. All wire shall be tagged at all junction points.
- D. Circuit labels shall be protected by a clear plastic covering, clear varnish coating, or transparent mending tape.

3.11 GROUNDING

- A. Provide grounding for the entire electric installation. The following are included as requiring grounding: electric service, its equipment and enclosures, conduits and enclosures, neutral or identified conductor of any interior wiring system, main switchboards, power and lighting panel boards, control centers, and non-current carrying parts of motors, starter, controllers, instrument cases, light fixtures, outdoor light fixtures and all equipment in hazardous locations.
- B. Any necessary ground rods, clamps, and ground rod electrode conductors shall be copper.

3.12 EQUIPMENT FOR DISTRIBUTION

- A. Color coded wiring shall be installed to match that provided by the various manufacturers of the distribution equipment.

3.13 CONTROL EQUIPMENT

- A. Install the control equipment, to consist of control centers or starters, contactors, fused disconnects or breakers, accessories and appurtenances, and remote control and automatic devices to provide control as indicated.
- B. In cases where starters are furnished as an integral part of motor-operated equipment, only fused disconnects or circuit breakers will constitute the control equipment. Factory and site assembled control equipment will be installed and wired to conform with NEC Article 384 to perform as designed in a convenient, orderly, and accessible location for further maintenance and testing. Provide room for future additions where space is available.

3.14 WIRING

- A. Equipment and Controls: The Contractor shall provide conduit, wiring, and connect motors and other electrically-operated equipment as specified in the Contract Documents. He shall also install and provide support for and connect and starters, other control devices, and control panels furnished for such motors and equipment, complete all circuits, tag all junction points, test operation, leave in satisfactory operating condition, and meet the other requirements of these specifications.
- B. Interior: Not Applicable
- C. Exterior: Exterior wiring shall include overhead and underground electrical conductors, wiring devices, supports, other materials, and the installations required to distribute electric current between centers where apparatus will be exposed to outdoor weather conditions.
- D. The installation of all conductors shall conform, as a minimum, to NEC Article 310 and Chapter 9.
- E. Installation of underground wires shall be accomplished in accordance with the National Electric Code and requirements of the local utility company. All underground electric shall have two foot minimum cover.
- F. All conduit runs as indicated are diagrammatic and exact routing of conduit shall suit job conditions. Conduit installation shall conform to NEC Article 300.
- G. All empty conduits as specified shall be installed, tested, and proved to be clear of at least 85% of the inside diameter of the conduit size, capped, and a drawing of the route submitted to the Engineer.
- H. Exterior conduit runs shall be installed sloping away from all junctions and pull boxes and free of all moisture, watertight, and protected to eliminate any possible mechanical damage.

- I. Unless otherwise shown on the related portions of the accompanying Drawings, switches shall be mounted approximately four feet above the floor.
- J. Switches shall be placed in gang boxes at locations where more than one switch is necessary.
- K. All receptacles shall be mounted at heights shown on the Drawings.
- L. Ground fault circuit interrupting "GFCI" receptacles shall be installed in accordance with NEC and shall, as a minimum, be the most upstream receptacle device installed in a circuit.
- M. All building penetrations shall be above grade.

END OF SECTION

SECTION 31 0513 – SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subsoil materials.
 - 2. Topsoil materials.

1.2 SUBMITTALS

- A. Samples: Not required.

1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Not required.

PART 2 PRODUCTS

2.1 TOPSOIL MATERIALS

- A. Topsoil Type S1: Conforming to IDOT Section 211.
- B. Topsoil Type S2:
 - 1. Excavated and reused material.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavate topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.
- B. Remove excess excavated materials not intended for reuse, from site.

3.2 STOCKPILING

- A. Stockpile materials on site.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Stockpile topsoil 8 feet high maximum.
- E. Prevent intermixing of soil types or contamination.

- F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- G. Stockpile contaminated materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent freestanding surface water.

END OF SECTION

SECTION 31 0516 – AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Coarse aggregate materials.
 - 2. Fine aggregate materials.

1.2 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 10 lb sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with applicable articles of IDOT Sections 1003 and 1004.
- C. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

- A. Coarse Aggregate shall be crushed stone conforming to applicable articles of IDOT Section 1004.

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate shall be sand conforming to applicable articles of IDOT Section 1003.

2.3 SOURCE QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements: Testing and inspection services.
- B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557, ASTM D4318, ASTM C136, and IDOT requirements.
- C. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557, ASTM D4318, ASTM C136, and IDOT requirements.

- D. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Remove excavated materials not meeting requirements for coarse aggregate materials and fine aggregate materials from site.

3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by Engineer and Owner.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- E. Stockpile unsuitable or hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 2000 – EARTH MOVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes site grading, removal of topsoil and subsoil, building excavating and trenching, backfilling, and compacting.

1.2 SUBMITTALS

- A. Samples: Submit in accordance with Sections 01 3300 and 31 0516.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with Section 31 0516.
- B. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Topsoil: Reusable excavated friable loam; free of subsoil, roots, grass, weeds, large stone, and foreign matter.
- B. Subsoil: Excavated material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, organic material, and debris.

2.2 FILL MATERIALS

- A. Select Granular Material: Coarse crushed stone; free of shale, clay, friable material, sand, debris.
 - 1. Grading:
 - a. CA-6
 - b. CA-7
 - c. CA-11
- B. Type C - Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter.
 - 1. FA-6

2.3 ACCESSORIES

- A. Geotextile Woven or Non-Woven Fabric: For use under paved area shall be in accordance with applicable articles of IDOT Section 10 2800.

PART 3 EXECUTION

- A. Call Local Utility Line Information service.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Maintain and protect existing utilities to remain.
- E. Verify foundation or basement walls are braced to support surcharge forces imposed by backfilling operations.

3.2 PROTECTION OF ADJACENT WORK

- A. Underpin adjacent structures or utilities which may be damaged by excavation work, including service utilities and pipe chases.
- B. Grade excavation top perimeter to prevent surface water run-off into excavation or to adjacent properties.

3.3 TOPSOIL EXCAVATING

- A. Do not excavate wet topsoil.
- B. Excavate topsoil and stockpile. Remove excess topsoil not being reused from site.

3.4 SUBSOIL EXCAVATING

- A. Remove groundwater by pumping to keep excavations dry.
- B. Excavate subsoil required for construction operations, and other Work.
- C. Slope banks to angle of repose or less, until shored.
- D. Proof roll bearing surfaces. Fill soft spots with coarse aggregate and compact uniformly to 95 percent of maximum density.
- E. Correct unauthorized excavation at no cost to Owner.
- F. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Engineer.
- G. Remove excess subsoil not being reused from site.

3.5 TRENCHING

- A. Excavate for sanitary sewer, water, gas and electrical conduit piping to equipment shown on plans.
- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- C. Hand trim excavation and leave free of loose matter.
- D. Support pipe and conduit during placement and compaction of bedding fill.
- E. Backfill trenches to required contours and elevations.
- F. Place and compact fill materials as for Backfilling.

3.6 BACKFILLING

- A. Backfill areas to contours and elevations. Use unfrozen and unsaturated materials.
- B. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers not exceeding 24" and compact using a hoe-mounted compactor plate.
- D. Maintain optimum moisture content of backfill materials to attain required compaction density.
- E. Slope grade away from building minimum 5 percent slope for minimum distance of 10 ft, unless noted otherwise.

3.7 PLACING TOPSOIL

- A. Place topsoil in areas where seeding or sodding is scheduled.
- B. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- C. Remove large stone, roots, grass, weeds, debris, and foreign material while spreading.
- D. Roll placed topsoil.
- E. Leave stockpile area and site clean and raked, ready to receive landscaping.

END OF SECTION

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SECTION 31 2316 - EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating for paving and parking areas.
 - 2. Excavating for slabs-on-grade.
 - 3. Excavating for site structures.

1.2 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Requirements for submittals.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with applicable Sections of IDOT Standard Specifications for Road and Bridge Construction.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Protect utilities indicated to remain from damage.
- D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation work.

- B. Excavate subsoil to accommodate building foundations, slabs-on-grade, paving, and site structures.
- C. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- D. Trim excavation. Remove loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.
- F. Notify Engineer of unexpected subsurface conditions.
- G. Correct areas over excavated with CA-6, CA-7, or CA-11 specified in Section 31 2000 or as directed by Engineer.
- H. Remove excess and unsuitable material from site.

3.3 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 31 2317 – TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating trenches for utilities.
 - 2. Compacted fill from top of utility bedding to subgrade elevations.
 - 3. Backfilling and compaction.

1.2 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

1.3 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Materials Source: Submit name of imported fill materials suppliers.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.

1.5 FIELD MEASUREMENTS

- A. Verify field measurements prior to excavation.

1.6 COORDINATION

- A. Section 01 3300 - Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Bedding, haunching and initial backfill for the sanitary sewer shall be as required by the pipe manufacturer for the various depths. This recommendation shall be submitted to the Engineer, for approval, on the pipe manufacturer's letterhead.
- B. Bedding: Shall be Grade FA-6 sand unless the bottom of the excavation is saturated or has running water, in which case Grade CA-7 washed crushed stone shall be used.
- C. Haunching: The same gradations and conditions apply as described for bedding material.
- D. Initial Backfill: Shall be the same gradations used for bedding and haunching material.
- E. Final Backfill: In areas under or within 2 feet of existing or future pavement, curb, curb and gutter, driveway or sidewalks shall be grade CA-7 sand. In all other areas, the excavated material may be used.
- F. Aggregate Base or Surface Course Material: Under all slabs and pavements, grade CA-6 crushed stone shall be placed and compacted to the thickness shown on the plans and in accordance with the "Roadway Specifications".
- G. Soil Materials: Shall be free from organic matter and deleterious substances containing rocks or lumps over 2" in greatest dimension. In no case will frozen fill material of any kind be placed in excavation.
- H. All fill materials will be subject to the approval of the Engineer, and is that material removed from excavations or imported from approved off-site sources.

2.2 TOPSOIL

- A. Where trench is in a lawn or grassy area, provide 6" minimum topsoil consisting of friable, fertile, soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones, noxious weeds, sticks, brush, litter and other deleterious matter. Finish grade shall be free of all stones, sticks, etc.
- B. Obtain topsoil from site stripping and stockpile if it meets specifications, or sources outside the project limits as required.

2.3 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 - 1. Engineer or Owner reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.

3.2 PREPARATION

- A. Call Local Utility Line Information service.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. The Contractor shall solely be responsible for complying with current OSHA regulations for the type of work being performed.
- C. Identify required lines, levels, contours, and datum locations.
- D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- E. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- F. Maintain and protect above and below grade utilities indicated to remain.

3.3 TRENCHING

- A. Excavate to elevations and dimensions as indicated on the plans and specified herein, plus sufficient space to permit erection of forms, shoring, masonry, inspection, etc.
- B. Do not advance open trench more than 20 feet ahead of installed pipe.
- C. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- D. Protect bottom of excavation from frost. Do not place foundations, footings, slabs, or pipe on frozen ground. Shore and brace excavations, protect all slopes and earth banks.
- E. Contractor shall control the grading around structures so that ground is pitched to prevent water from running into the excavated areas or damaging other structures. Contractor shall furnish all pumping required to keep excavated spaces clear of water during construction.
- F. Remove excess subsoil not intended for reuse, from site.

3.4 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.

- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers and compact with track hoe-mounted compacter plate.
- D. Employ placement method that does not disturb or damage utilities in trench.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Do not leave more than 10 feet of trench open at end of working day.
- G. Protect open trench to prevent danger to the public.

END OF SECTION

SECTION 31 2319 – DEWATERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Dewatering system.
 2. Surface water control system.
 3. Monitoring wells.
 4. System operation and maintenance.
 5. Water disposal.

1.2 DEFINITIONS

- A. Dewatering includes the following:
1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations and trenches.
 2. Reducing piezometric pressure within strata to prevent failure or heaving of excavations and trenches.
 3. Disposing of removed water.
- B. Surface Water Control: Removal of surface water within open excavations.

1.3 SYSTEM DESCRIPTION

- A. Provide and pay for dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade.
1. At Contractor's option, install well points, wells, or pumps to dewater and relieve hydrostatic pressure within work area.
 2. Furnish standby equipment ready for immediate use upon failure of dewatering equipment.

1.4 PERFORMANCE REQUIREMENTS

- A. Design surface water control systems to:
1. Collect and remove surface water and seepage entering excavation.

1.5 SUBMITTALS – NOT REQUIRED

1.6 QUALITY ASSURANCE

- A. Obtain permit from EPA under National Pollutant Discharge Elimination System (NPDES), for storm water discharge from construction sites.
- B. Maintain one copy of each document on site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 3000 - Administrative Requirements: Verification of existing conditions before starting work.

3.2 PREPARATION

- A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.3 DEWATERING SYSTEM

- A. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public rights-of-way, sidewalks, and adjacent buildings, structures, and improvements.

3.4 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area as specified in Section 31 2513.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water into settling basins in accordance with requirements of agencies having jurisdiction.
- C. Control and remove unanticipated water seepage into excavation.

3.5 SYSTEM OPERATION AND MAINTENANCE

- A. Operate dewatering system as required until backfilling is complete.
- B. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells.

3.6 WATER DISPOSAL

- A. Discharge pumped water into sediment traps as specified in Section 31 2513.

END OF SECTION

SECTION 31 2323 – FILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Backfilling site structures to elevations shown on plans.
 - 2. Fill for over-excavation.
 - 3. Trench repair of various surfaces.

1.2 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Requirements for submittals.
- B. Materials Source: Submit name of imported fill materials suppliers.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with listed references and requirements of this Section.
- B. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Final Backfill: Shall be Grade FA-6 sand, compacted in place where shown on the plans. This material shall be used at utility trenches under paved areas as shown on the plans.
- B. Compacted Granular Fill: Shall be approved engineered fill material containing a mixture of sand and clay or granular material meeting the Engineer's approval. This material shall be used under footings and at interior and exterior of foundations as shown on the plans.
- C. Soil Materials: Shall be free from organic matter and deleterious substances containing no rocks or lumps over 2" in greatest dimension.
- D. Fill under all slabs and pavement shall be CA-6 crushed stone placed and compacted to the thickness shown on the plans and in accordance with the "Roadway Specifications."
- E. All fill materials will be subject to the approval of the Engineer, and is that material removed from excavations or imported from approved off-site sources.

2.2 TOPSOIL

- A. Provide 6" minimum topsoil consisting of friable, fertile, soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonable free from subsoil, roots, heavy or stiff clay, stones, noxious weeds, sticks, brush, litter and other deleterious matter. Where trench is in a lawn area, finish grade shall be free of all stones, sticks, etc.
- B. Obtain topsoil from site stripping and stockpile if it meets specifications or sources outside the project limits as required. Stockpile location shall be approved by the Owner or Engineer.

2.3 OTHER MATERIALS

- A. Provide other materials, not specifically described, but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 3300 - Administrative Requirements: Coordination and project conditions.
- B. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- C. Verify structural ability of unsupported walls to support loads imposed by fill.

3.2 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with granular fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Scarify subgrade surface.
- D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.3 TRENCH REPAIR, BACKFILLING AND GRADING

- A. TRENCH REPAIR-GRASS AREAS
 - 1. After pipe has been properly embedded, excavated material free of rock 3" or larger, frozen material or large roots may be placed in trench and compacted as described elsewhere in the Section.
 - 2. After sub-soil is placed and compacted to within 6" of finished grade, provide 6" of fertile topsoil, lightly compacted, over trench and any area damaged by construction.

3. Within two (2) weeks of the installation of pipe, within any given area, seed shall be applied with fertilizer and mulch.
 4. Should any trench repair in grass areas with part of the trench within 2' of the edge of shoulders, walkway or drives, the following procedures apply:
 - a. After pipe has been properly embedded, place and compact final backfill to within 12" of finished grade.
 - b. After final backfill is placed and compacted, place and compact sub-soil to within 6" of finished grade, provide 6" of fertile topsoil, lightly compacted, over trench and any other grass areas damaged by construction.
 - c. Repair any other surface type damaged by construction.
- B. Do all excavation, backfilling and grading in such a manner that finish grades shall be as indicated on plans.
- C. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given or between such points and existing finished grades. Abrupt changes in slopes shall be rounded.
- D. "Water jetting" the excavation areas will not be allowed on this project.
- E. Deposit backfill in layers not exceeding 24". Compact each layer to 90% of maximum dry density as determined by Standard Proctor Test. Hoe-mounted vibration compactor plate is to be used.
- F. For any compaction done by hand operated mechanical compactors, the maximum layer of backfill material shall be 8". Compact to 90% of maximum dry density as determined by Standard Proctor Test.
- G. For PVC pipe trenches, the pipe embedment shall be as recommended by the pipe manufacturer. Work will not be allowed to start without an approved written recommendation from the pipe manufacturer.
- H. For ductile iron pipe trenches, the pipe embedment shall be as recommended by the pipe manufacturer. Work will not be allowed to start without an approved written recommendation from the manufacturer.

3.4 TOLERANCES

- A. Section 01 4000 - Quality Requirements: Tolerances.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements and Section 01 7000 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698, and AASHTO T180.
- C. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate the Work does not meet specified requirements, remove the Work, replace and retest.
- E. Frequency of Tests: As determined by the Engineer.
- F. Proof roll compacted fill surfaces under paving.

3.6 PROTECTION OF FINISHED WORK

- A. Section 01 7000 - Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION

SECTION 32 1123 – AGGREGATE BASE COURSE AND SURFACE COURSE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate base course.
 - 2. Aggregate surface course.

1.2 SUBMITTALS

- A. Section 01 3300 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit data for geotextile fabric.
- C. Samples: Submit, in air-tight containers, 10 lb sample of each type of aggregate fill to testing laboratory.
- D. Materials Source: Submit name of aggregate materials suppliers.
- E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with these Specifications and the listed References.
- C. Maintain one copy of each document on site.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Aggregate for Base Courses: Type B, CA-6 coarse aggregate as specified in Section 31 0516.
- B. Aggregate for Trench Repair – Aggregate Surface: Type B, CA-6 coarse aggregate as specified in Section 31 0516.

2.2 ACCESSORIES

- A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 3000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted substrate is dry and ready to support paving and imposed loads.
 - 1. Proof roll substrate with a loaded tandem dump truck in minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft substrate and replace with compacted fill as directed by the Engineer.
- C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Install geotextile fabric over subgrade in accordance with manufacturer's instructions.
 - 1. Lap ends and edges minimum 6 inches.
 - 2. Anchor fabric to subgrade when required to prevent displacement until aggregate is installed.
- B. Spread aggregate over prepared substrate to total compacted thickness.
- C. Place aggregate in equal thickness layers to total compacted thickness indicated on Drawings.
 - 1. Maximum Layer Compacted Thickness: 8 inches.
 - 2. Minimum Layer Compacted Thickness: 3 inches.
- D. Roller compact aggregate to density scheduled in this section.
- E. Level and contour surfaces to elevations, profiles, and gradients indicated.
- F. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
- G. Maintain optimum moisture content of fill materials to attain specified compaction density.
- H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements and Section 01 7000 – Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Compaction testing will be performed in accordance with ASTM D1557, ASTM D2167, ASTM D2922, and ASTM D3017.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Frequency of Tests: Shall be determined by the Engineer in the field at the Engineer's discretion.

3.5 SCHEDULES

- A. Trench Repair – HMA Surface, Base Course: 8-inches thick placed in two equal layers.
 - 1. Compact placed aggregate materials uniformly to achieve minimum 95 percent of maximum density. Geotextile Roadway Fabric.
- B. Trench Repair – Aggregate Surface: 8-inches thick placed in two equal layers.
 - 1. Compact placed aggregate materials uniformly to achieve minimum 95 percent of maximum density. Geotextile Roadway Fabric
- C. Trench Repair – Concrete: 4" thick compacted uniformly to achieve minimum of 95 percent of maximum density.

END OF SECTION

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SECTION 33 0513 – MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Monolithic concrete manholes and structures with transition to cover frame, covers, anchorage, and accessories.
 - 2. Modular precast concrete manhole and structures with tongue-and-groove joints with transition to cover frame, covers, anchorage, and accessories.
 - 3. Bedding and cover materials.

1.2 DESIGN REQUIREMENTS

- A. Equivalent strength: Based on structural design of reinforced concrete as outlined in ACI 318.
- B. Design of Lifting Devices for Precast Components: In accordance with ASTM C913.
- C. Design of Joints for Precast Components: In accordance with ASTM C913; maximum leakage of 0.025 gallons per hour per foot of joint at 3 feet of head.

1.3 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate manhole and structure locations, elevations, piping sizes and elevations of penetrations.
- C. Product Data: Submit cover and frame construction, features, configuration, and dimensions.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the requirements of this Section and Water and Sewer Specifications.
- B. Maintain one copy of each document on site.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 – Product Requirements: Product storage and handling requirements.

- B. Comply with precast concrete manufacturer's instructions for unloading, storing, and moving precast manholes and structures.
- C. Store precast concrete manholes and structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 6000 – Product Requirements.
- B. Maintain materials and surrounding air temperature to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.
- C. Cold Weather Requirements: ACI 530.

PART 2 PRODUCTS

2.1 MANHOLES AND STRUCTURES

- A. Manufacturers:
 - 1. Welch Brothers
 - 2. Norwalk Tank Company
 - 3. Leman Precast
 - 4. Concrete Specialties Co.
 - 5. GP Concrete, Inc.
 - 6. Substitutions: Section 01 6000 – Product Requirements.
- B. Manhole and Structure Sections: Reinforced precast concrete in accordance with ASTM C478 with gaskets in accordance with ASTM C443.
 - 1. Joints for Precast Manholes and Structures: In accordance with ASTM C913; maximum leakage of 0.025 gallons per hour per foot of joint at three feet of head. Joints shall be tongue-and-groove type.
 - 2. Cone Top Section: Eccentric type.
 - 3. Foundation Slab: Precast concrete poured monolithically with manhole barrel section.
 - 4. Flat Top Slab: Provide as vertical depth requires. Shall have a two foot diameter opening when castings will be set directly on top of the slab. Shall have a four foot diameter opening when barrel sections shall be set directly on the slab.
 - 5. Manholes five foot in diameter or larger may use flat top slabs with standard four foot diameter risers and cones.

2.2 FRAMES AND COVERS

- A. Manufacturers:
 - 1. Neenah Foundry Co.

2. East-Jordan Iron Works Co.
 3. Substitutions: Section 01 6000 – Product Requirements.
- B. Product Description: ASTM A48/A48M, Class 30B; Cast iron construction.
1. Sanitary sewer manhole castings: American-made, heavy duty frame, machined flat bearing surface, and removable lid. Lid shall be a closed lid with pick holes, self-sealing gasket, and lid marked “SANITARY.”
 2. Sanitary sewer manhole castings:
 - a. Neenah Model R-1404-AUB or EJ1020APT 1050Z1PT Manhole Frame with Bolted and Gasketed Solid Lid, Heavy Duty, with anchor holes.
 - b. Where Drawings indicate bolt-down lid not required, use Neenah Model R1713, or EJ 1020 AGS 1050Z.

2.3 ACCESSORIES

- A. Manhole and Structure Steps: Formed polypropylene rungs; 3/4 inch diameter; 12 inches wide; 16 inches on center vertically. Formed integral with manhole sections.
- B. Sanitary Manhole Chimney Seal: External type; constructed out of EPDM rubber with a minimum thickness of 60 mil; width at required minimum 7 inches; “C” shaped mechanical upper compression band. Shall be “SURSEAL” type as manufactured by Mar Mac Construction Products, or equal. The use of external type seal with flat slab top shall not be permitted unless the flat slab top has an integrally cast curb around opening of a height of 2 inches minimum.
- C. Sanitary Manhole Chimney Seal: Internal type; rubber sleeve 8-3/8 inches wide, minimum with two 1-3/4 inch stainless steel expansion bands as manufactured by Cretex, or approved equal.
- D. Sanitary Manhole Joint Seals: Reference paragraph 3.4.E of this Section.
- E. Sanitary Manhole, Pipe to Manhole Connector: In accordance with ASTM C923; flexible, rubber compression type connectors; cast into the manhole section. Reference paragraph 3.4.H of this Section.
- F. Manhole and Structure Joint Sealants:
 1. Preformed Joint Sealants: In accordance with ASTM C990.
 2. Elastomeric Joint Sealants: In accordance with ASTM C920.

2.4 BEDDING AND COVER MATERIALS

- A. Bedding: CA-7 coarse aggregate or FA-6 fine aggregate as specified in Section 31 2317.
- B. Aggregate Backfill: Trench backfill, CA-7 coarse aggregate or FA-6 fine aggregate as specified in Section 31 2317 – Trenching, in areas to be paved or within two feet of paved area.
- C. Soil Backfill from Above Pipe to 6” Below Finish Grade: Excavated subsoil with no rocks over 6 inches in diameter, frozen earth or foreign matter in areas to be seeded. Reference Section 31 0513 – Soils for Earthwork and Section 31 2317 – Trenching.

- D. The Contractor shall strictly follow the manufacturer's backfilling directions and shall use materials in accordance with those directions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 3000 – Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify items provided by other sections of Work are properly sized and located.
- C. Verify built-in items are in proper location, and ready for roughing into Work.
- D. Verify correct size of manhole and structure excavation.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.
- B. Do not install manholes and structures where site conditions induce loads exceeding structural capacity of manholes or structures.
- C. Inspect precast concrete manholes and structures immediately prior to placement in excavation to verify manholes and structures are internally clean and free from damage. Remove and replace damaged units.

3.3 INSTALLATION – GENERAL

- A. Excavation and Backfill:
 - 1. Excavate for manholes and structures in accordance with Section 31 2316 – Excavation in location and to depth shown. Provide clearance around sidewalls of manhole or structure for construction operations and granular backfill.
 - 2. When groundwater is encountered, prevent accumulation of water in excavations in accordance with Section 31 2319 – Dewatering. Place manholes or structures in dry trench.
 - 3. Where possibility exists of watertight manhole or structure becoming buoyant in flooded excavation, anchor manhole or structure to avoid flotation.
- B. Place manhole sections plumb and level, trim to correct elevation.
- C. Install manholes and structures supported at proper grade and alignment on crushed stone bedding and as shown on Drawings.
- D. Backfill excavations for manholes and structures in accordance with Section 31 0516 – Aggregates for Earthwork, Section 31 2317 – Trenching, and the Drawings.
- E. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel.

3.4 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Lift precast manholes and structures at lifting points designated by manufacturer.
- B. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and manhole or structure remains clean.
- C. Set precast manholes and structures bearing firmly and fully on crushed stone bedding.
- D. Assemble multi-section manholes and structures by lowering each section into excavation. Lower, set level, and firmly position base section before placing additional sections.
- E. Joint Sealants: All joints in precast sections shall be sealed by application of Ram-Nek RN 103 joint sealant butyl rope (3/4 inch thickness min.) applied to both the shoulder and ledge to form continuous seal for full perimeter of precast structure. In addition, the Contractor shall apply to each joint a Press Seal Corporation EZ-Wrap 12 inch butyl joint wrap applied in accordance with the manufacturer's recommendations.
- F. Remove foreign materials from joint surfaces and verify sealing materials are placed properly. Maintain alignment between sections by using guide devices affixed to lower section.
- G. Verify manholes and structures installed to satisfy required alignment and grade.
- H. Pipe Connections for Field-Created Opening in Structure: Install grouting ring (A-Lok or Press-Seal Gasket Corporation WS Waterstop or approved equal) and seal with non-shrink concrete grout, as indicated on Drawings.
- I. Cut pipe to finish flush with interior of manhole or structure.
- J. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour to form continuous drainage channel.

3.5 FIELD QUALITY CONTROL

- A. Section 01 4000 – Quality Requirements and Section 01 7000 – Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Sanitary manholes shall be vacuum tested in accordance with the Water and Sewer Specifications.
- C. In all cases, maintain sewer/water separation in accordance with the Water and Sewer Specifications.

END OF SECTION

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SECTION 33 3100 – SANITARY SEWER SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sanitary sewer pipe and fittings for open-cut force main piping.
 - 2. Underground pipe markers.
 - 3. Bedding and cover materials.

1.2 SUBMITTALS

- A. Section 01 3330 – Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit catalog cuts and other pertinent data indicating proposed materials, accessories, details, and construction information.
- C. Submit reports indicating field tests made and results obtained.
- D. Manufacturer's Installation Instructions:
 - 1. Indicate special procedures required to install product specified.
 - 2. Submit detailed description of procedures for connecting new sewer to existing sewer line and directional drilling and/or pipe jacking installation.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01 7000 – Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Record location of pipe runs, connections, manholes, cleanouts, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the Roadway Specifications.
- B. Perform Work in accordance with the Water and Sewer Specifications.

1.5 PRE-INSTALLATION MEETINGS

- A. Section 01 3000 – Administrative Requirements: Pre-installation meeting

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 – Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Block individual and stockpiled pipe lengths to prevent moving.

1.7 COORDINATION

- A. Section 01 3000 – Administrative Requirements: Requirements for coordination.
- B. Coordinate the Work with authorities having jurisdiction.
- C. Notify affected utility companies per utility company requirements.

PART 2 PRODUCTS

2.1 SANITARY SEWER PIPE AND FITTINGS

- A. Force Main Open Cut
 - 1. Polyvinyl Chloride SDR-26 PVC Pressure Sewer Pip: ASTM D2241.
 - a. Joints: ASTM D3139 and ASTM F477 PVC flexible elastomeric seals. Solvent cement couplings are not permitted.
 - b. Fittings: 4" and larger ductile iron: AWWA C110 and AWWA C111. Ductile iron compact finding, AWWA C153.
 - 1) All fittings shall be mechanical joint unless otherwise noted on the Drawings.
 - 2) All fittings shall be cement mortar lined and asphalt coated per AWWA C104.
 - 3) Mega-Lug type fully restrained glands shall be provided for each fitting and shall be incidental to the fittings.
 - c. The pipe shall be labeled with the words "Forced Sewer."

2.2 UNDERGROUND PIPE MARKERS

- A. Open cut sewers only.
- B. Plastic Ribbon Tape: Bright colored, continuously printed, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

2.3 BEDDING AND COVER MATERIALS

- A. Bedding and Haunching:
 - 1. Open cut sewers only.
 - 2. Fill Type as specified in Section 31 2317 – Trenching.
- B. Initial Backfill:
 - 1. Open cut sewers only.
 - 2. Fill Type as specified in Section 31 2317 – Trenching.

- C. Final Backfill:
 - 1. Soil Backfill: As specified in Section 31 0513 – Soils for Earthwork.
 - 2. Trench Backfill: As specified in Section 31 2317 – Trenching.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 3000 – Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify trench cut and excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on the Drawings.

3.2 PREPARATION

- A. Correct over excavation with coarse aggregate.
- B. Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities and appurtenances.
- D. Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify the Engineer where crossing conflicts occur.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Section 31 2316 – Aggregates for Earthwork.
- B. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- C. Provide sheeting and shoring in accordance with Section 31 2317 – Trenching.
- D. Place bedding material at trench bottom, level materials in continuous layer.

3.4 INSTALLATION – PIPE

- A. Open Cut:
 - 1. Install pipe, fittings, and accessories in accordance with ASTM D2321.
 - 2. Assemble and handle pipe in accordance with manufacturer's instructions except as modified on the Drawings or by the Engineer.
 - 3. Keep pipe and fittings clean until work is completed and accepted by the Engineer and Owner. Cap open ends during periods of work stoppage.
 - 4. Lay bell and spigot pipe with bells upstream.
 - 5. Install plastic ribbon continuous over top of pipe buried two foot above pipe line; coordinate with Section 31 2317 – Trenching.

6. Provide bypass pumping of sanitary sewage around work areas as required.

3.5 BACKFILLING

- A. Backfill around sides and to top of pipe in accordance with 31 2317 – Trenching.
- B. maintain optimum moisture content of bedding material to attain required compaction density.

3.6 FIELD QUALITY CONTROL

- A. Section 01 4000 – Quality Requirements and Section 01 7000 – Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Force Main Testing – Force main shall be tested similar to standard procedure for water main, except test shall be performed at 30psi for 1 hour and shall demonstrate a loss of no more than one half (1/2) gallon over the hour. The pipe shall be tested from the valve immediately following the first cut-in tee to the last valve before the final cut-in tee.
- C. Compaction Testing: In accordance with ASTM D1157, ASTM D698, AASHTO T180, ASTM D2922, and ASTM 3017.
- D. When tests indicate Work does not meet specified requirements, remove work, replace and retest.
- E. In all cases, maintain sewer/water separation in accordance with Water and Sewer Specifications.

3.7 PROTECTION OF FINISHED WORK

- A. Section 01 7000 – Execution Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

SECTION 40 0523 – VALVES AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Work included: Provide valves and accessories where shown on the Drawings, as specified herein, and as needed for a complete and proper installation including, but not necessarily limited to:
 - 1. All process related valves, operators, hydrants and appurtenances.
- B. Section does not include valves and accessories provided by AeroMod.

1.2 QUALITY ASSURANCE

- A. Codes and regulations:
 - 1. In addition to complying with the specified requirements, comply with pertinent regulations of:
 - a. Local Building Code.
 - b. Illinois Department of Public Health Plumbing Code.
 - c. Water & Sewer Main Specifications.
 - 2. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent will govern when so directed by the Engineer.

1.3 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Requirements for submittals.
- B. Product data: Within 30 calendar days after the Contractor has received the Owner's "Notice to Proceed," submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications, catalog cuts, and other data needed to prove compliance with the specified requirements.
 - 3. Shop drawings and other data as required to indicate method of installing and attaching equipment, except where such details are fully shown on the drawings.

PART 2 – PRODUCTS

2.1 VALVES AND ACCESSORIES

- A. Plug Valves – Wastewater and Sludge:
 - 1. Valves shall be Val-Matic Cam-Central eccentric or Crispin Series 800 ($\leq 12''$) or Crispin Series 700 ($> 12''$) plug valves, flanged or Victaulic Series 365 Grooved. All grooved end valves shall meet AWWA C-509 laying length requirements and be from one manufacturer.
 - 2. Valves 2" and smaller shall be lever actuated, quarter turn.

3. Valves 7'-0" above finished floor shall be worm-gear actuated with a position indicator and an 8" chain wheel. Final length of chain shall be determined after installation of valve.
4. Valves below 8'-0" above finished floor, shall be gear actuated with a position indicator and an 8" handwheel.
5. Valves located within tanks shall be gear actuated with floor stand and handwheel as indicated on the Drawings. The gear actuator shall be capable of operating on a 100% liquid submersed environment.
6. Valves to be buried shall be worm gear actuated for buried service with operating nut and extension to surface. The Contractor shall be responsible for providing two properly sized operating tee handles.
7. Buried valves shall have a 5-1/4" diameter (min.) cast iron valve box and lid. The lid shall not be labeled.

B. Magnetic Flow Meters:

1. Acceptable Manufacturers:
 - a. Xylem/MJK
 - b. Siemens
 - c. Johnson Yokogawa
 - d. Rosemount
 - e. Krohne
 - f. Endress & Hauser
2. Design and Fabrication:
 - a. Utilize characterized field principle of electromagnetic induction to produce signal directly proportional to flow rate.
 - b. High input impedance pre-amplifiers.
 - c. Minimum impedance: 1010 ohms.
 - d. Provide mechanical coupling and connections rated for piping system operating and test conditions.
 - e. Operating pressure: 60 psi.
 - f. Operating temperature: 80 degrees F.
 - g. Grounding requirements:
 - 1) Non-metallic or lined pipe:
 - a) Inlet and outlet grounding rings of same material as electrode.
 - 2) Conductive piping:
 - a) Conductive path between the meter and the piping flanges.
 - h. Provide cable between magnet flow meter and transmitter.
 - i. Pulsed DC magnetic field excitation.
 - j. Automatic zero.
 - k. Adjustable low flow cutoff.
 - l. Minimum signal lock (empty tube zero) to prevent false measurement when tube is empty.
 - m. Inaccuracy:
 - 1) Above 10 percent of range +/- 1.0 percent of rate.
 - 2) Below 10 percent of range +/- 0.1 percent of range setting.
 - 3) Add +0.1 percent of range to above inaccuracies for analog outputs.
 - 4) 4-20 mA DC isolated output into maximum 800 ohms.
 - 5) Power supply: 117 V +/- 10 percent, 60 Hz.
 - 6) Indication of flow rate and totalized flow at transmitter.

- 7) Meter operable as specified in liquids with 5.0 micro mho/cm or more conductivity.
- 8) Transmitter electronics shall use microprocessor based architecture and be configured using parameters.
- 9) Magnetic Flowmeter Schedule:

<u>Service</u>	<u>Pipe Dia.</u>	<u>Flow Range</u>
Influent Flow	4"	0 to 2,000 GPM

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install valves according to AWWA C517 and as recommended by manufacturer.
- B. Install plug valves in horizontal piping with stem horizontal; install plug valves in vertical piping with plug at top when closed.
- C. Install such that plugs are on top when OPEN and on pressure side when CLOSED.

3.2 TESTING AND ADJUSTING

- A. Provide personnel and equipment, and arrange for and pay the costs of, all required tests and inspections required.
- B. Where tests show materials or workmanship to be deficient, replace or repair as necessary, and repeat the tests until the specified standards are achieved.
- C. Adjust the system to optimum standard of operation.

END OF SECTION

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