

Bid Documents

For

Village of DePue

**Lead Service Line
Replacement**

August, 2026



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

Project No. 09990.02

VILLAGE OF DEPUE
LEAD SERVICE LINE
REPLACEMENT

AUGUST, 2026

ENGINEER'S SEAL & SIGNATURE

DATE

Prepared by
Chamlin & Associates, Inc.
Peru Morris Ottawa
Illinois

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ADVERTISEMENT FOR BIDS

Village of DePue
111 W. Second Street
DePue, IL 61322

Separate sealed BIDS for the construction of "Lead Service Line Replacement" will be received at the office of the Village Clerk at the Village of DePue, 111 W. Second Street, DePue, IL 61322 at 10:00 a.m. on Tuesday, September 29, 2026, and then at said office publicly opened and read aloud.

The work for this project includes but is not limited to: Removing and replacing lead service lines within the Village of DePue.

"Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35 IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the "Build America, Buy America Act" requirements as contained in the federal Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.

This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications."

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

Full-size plans and specifications are available from Chamlin & Associates, Inc., 4152 Progress Boulevard, Peru, IL 61354 at the non-refundable cost of \$50 per set.

The CONTRACT DOCUMENTS may be examined at the following locations:

Village of DePue, 111 W. Second Street, DePue, IL 61322
Chamlin & Associates, Inc., 4152 Progress Boulevard, Peru, IL 61354

The Bid shall be accompanied by a certified check or bid bond, in the amount of five percent (5%) of the gross amount of the bid and be payable to the order of the Village of DePue.

Bids may be held by the Village of DePue for a period not to exceed 90 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.

The Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.

BY ORDER OF:

PRESIDENT & BOARD OF TRUSTEES
VILLAGE OF DEPUE

INFORMATION FOR BIDDERS

BIDS will be received by the Village of DePue (herein called the "OWNER"), at 111 W. Second Street, DePue, IL 61322 at 10:00 a.m. on Tuesday, September 29, 2026, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Tiffany Torri, Village Clerk at 111 W. Second Street, DePue, IL 61322 at 10:00 a.m.. Each sealed envelope containing a BID must be plainly marked on the outside as BID for "Lead Service Line Replacement" and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Village of DePue, 111 W. Second Street, P.O. Box 500, DePue, IL 61322.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. **(BIDDER must use Bid bond form provided.)** As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

The ENGINEER is Chamlin & Associates, Inc. Their address is 4152 Progress Boulevard, Peru, IL 61354.

SUPPLEMENTAL INFORMATION FOR BIDDERS

BIDDER'S QUALIFICATIONS

It is the intention of this Advertisement for Bids to award a contract to the lowest responsible, responsive bidder who has the experience and qualifications necessary to ensure the Owner that they have the ability to expeditiously carry out all of the work necessary to complete this project in a fully acceptable and timely fashion. Qualified bidders will have the following:

- Significant experience as a General Contractor, performing water main construction projects.
- Successful completion of similar projects in excess of \$500,000 within the last ten (10) years.
- Ability to demonstrate that the company currently has an adequate permanent employee force with the minimum experience in water main construction as described above.
- Assign to this project a Project Manager and a Project Superintendent with successful water main construction experience on similar projects.

In order to evaluate the Bidder's qualifications, Bidders shall submit with their bids "Statement of Bidder's Qualifications" form, which is included in the bid packet. Failure to adequately complete this form will be grounds for determining that the bid is non-responsive.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in ~~the Supplementary Conditions~~ **certain Specification sections**, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor ~~four~~ **one** printed ~~copies~~ **copy** of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF), **if requested**. Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: ~~The Supplementary Conditions~~ ***Specification sections may*** identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in ~~the Supplementary Conditions~~ ***certain Specification sections*** with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the ~~Supplementary Conditions~~ **Specifications**, the cost of all of the following is included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* ~~The Supplementary Conditions~~ **Specification sections may** identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the ~~Supplementary Conditions~~ **Specification sections** with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, ~~the Supplementary Conditions~~, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by ~~the Supplementary Conditions~~ or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, ~~pollution liability~~, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work ~~are~~ **may be** identified or included in the ~~Supplementary Conditions or Specifications~~.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the ~~Supplementary Conditions~~ **Specifications** or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the ~~Supplementary Conditions~~ **Specifications**, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the ~~Supplementary Conditions~~ **Specifications**, and limitations on the responsibilities thereof will be as provided in the ~~Supplementary Conditions~~ **Specifications** and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the ~~Supplementary Conditions~~ **Specifications**.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the ~~Supplementary Conditions~~ **by the Engineer**. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the ~~Supplementary Conditions~~ **Specifications** or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the ~~Supplementary Conditions~~ ***Specifications***;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the ~~Supplementary Conditions~~ ***Specifications*** or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SPECIAL 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 copy 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 provisions or the plan documents shall be covered by the above-mentioned Standard Specifications.

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 shall extend insurance to the Owner, Engineer, and State of Illinois 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 any **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.

BUILDER'S RISK INSURANCE

- ☒ The Contractor will not be required to provide Builder's Risk Insurance for this project. (Standard unless otherwise noted below.)
- ☐ ~~Per Article 6.04 Paragraph A of the General Conditions, the Contractor shall purchase and maintain Builder's Risk Insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. Any deductible will be the responsibility of the Contractor.~~

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 Bureau County, Illinois. This shall include any cause of action arising out of performance or non-performance of anything required under this contract or any injury suffered by or caused by any party, employee, agent, subcontractor or any other person arising out of the work or conduct required to be performed under this contract.

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.

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. The Act requires the workforce on all public works projects be composed of a minimum of 90% Illinois resident 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.

FEDERAL BUILD AMERICA, BUY AMERICA ACT ("BABA")

This project is subject to the federal "Build America, Buy America Act" requirements contained in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58. The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States.

Guidance is available on USEPA's website:

<https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

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

END OF SPECIAL CONDITIONS

DAVIS-BACON WAGE RATES

State: Illinois

Construction Types: Heavy and Highway

Counties: Illinois Counties of
Bureau, Carroll, Henry, Jo Daviess, Lee,
Ogle, Rock Island, Stephenson, Whiteside
and Winnebago

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	07/30/2026

CARP0004-010 05/01/2025

	Rates	Fringes
CARPENTER (HENRY AND ROCK ISLAND COUNTIES).....	\$ 38.00	35.16

CARP0174-002 05/01/2025

	Rates	Fringes
CARPENTER (BUREAU COUNTY).....	\$ 40.28	38.95

CARP0790-004 05/01/2025

	Rates	Fringes
CARPENTER (CARROLL, JO DAVIESS, LEE, OGLE (OREGON AND SOUTH THEREOF), STEPHENSON, AND WHITESIDE COUNTIES).....	\$ 48.60	38.53

CARP0792-002 05/01/2025

	Rates	Fringes
CARPENTER (OGLE (NORTHERN ONE-HALF), AND WINNEBAGO COUNTIES).....	\$ 51.00	36.13

ELEC0051-005 01/01/2024

	Rates	Fringes
LINE CONSTRUCTION: GROUNDMAN/EQUIPMENT OPERATOR (ALL CRAWLER TYPE EQUIPMENT LARGER THAN D-4, 15 TON CRANE OR LARGER) (BUREAU & HENRY (ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD TWPS)).....	\$ 52.63	24.35
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (BUREAU & HENRY (ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD TWPS)).....	\$ 39.92	20.22
LINE CONSTRUCTION: LINEMAN AND SUBSTATION TECHNICIAN (BUREAU & HENRY (ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD		

TWPS)).....\$ 58.58 26.29

ELEC0145-003 12/04/2023

Rates

Fringes

LINE CONSTRUCTION, CABLE SPLICER (CARROLL
(TOWNSHIPS OF FAIR HAVEN, FREEDOM, MOUNT CARROLL,
SALEM, SAVANNA, WASHINGTON, WOODLAND & YORK),
JO DAVIESS (TOWNSHIPS OF COUNCIL HILL, DERINDA,
DUNLEITH, EAST GALENA, ELIZABETH, GUILFORD,
HANOVER, MENOMINEE, RAWLINS, RICE, SCALES MOUND,
VINEGAR HILL & WEST GALENA), HENRY (EXCEPT
ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER,
AND WESTERFIELD TWPS) ROCK ISLAND & WHITESIDE
(TOWNSHIPS OF ALBANY, CLYDE, ERIE, FENTON, FULTON,
GARDEN PLAIN, LYN.....\$ 53.12 24.53

LINE CONSTRUCTION, DYNAMITER (CARROLL (TOWNSHIPS OF
FAIR HAVEN, FREEDOM, MOUNT CARROLL, SALEM, SAVANNA,
WASHINGTON, WOODLAND & YORK), JO DAVIESS
(TOWNSHIPS OF COUNCIL HILL, DERINDA, DUNLEITH, EAST
GALENA, ELIZABETH, GUILFORD, HANOVER, MENOMINEE,
RAWLINS, RICE, SCALES MOUND, VINEGAR HILL &
WEST GALENA), HENRY (EXCEPT ANNAWAN, BURNS,
CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD
TWPS) ROCK ISLAND & WHITESIDE (TOWNSHIPS OF
ALBANY, CLYDE, ERIE, FENTON, FULTON, GARDEN PLAIN,
LYNDON,.....\$ 43.92 21.49

LINE CONSTRUCTION, GROUNDMAN (CARROLL (TOWNSHIPS OF
FAIR HAVEN, FREEDOM, MOUNT CARROLL, SALEM, SAVANNA,
WASHINGTON, WOODLAND & YORK), JO DAVIESS
(TOWNSHIPS OF COUNCIL HILL, DERINDA, DUNLEITH, EAST
GALENA, ELIZABETH, GUILFORD, HANOVER, MENOMINEE,
RAWLINS, RICE, SCALES MOUND, VINEGAR HILL &
WEST GALENA), HENRY (EXCEPT ANNAWAN, BURNS,
CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD
TWPS) ROCK ISLAND & WHITESIDE (TOWNSHIPS OF
ALBANY, CLYDE, ERIE, FENTON, FULTON, GARDEN PLAIN,
LYNDON,.....\$ 34.64 18.43

LINE CONSTRUCTION, GROUNDMAN EQUIPMENT OPERATOR
(CARROLL (TOWNSHIPS OF FAIR HAVEN, FREEDOM, MOUNT
CARROLL, SALEM, SAVANNA, WASHINGTON, WOODLAND &
YORK), JO DAVIESS (TOWNSHIPS OF COUNCIL HILL,
DERINDA, DUNLEITH, EAST GALENA, ELIZABETH,
GUILFORD, HANOVER, MENOMINEE, RAWLINS, RICE, SCALES
MOUND, VINEGAR HILL & WEST GALENA), HENRY
(EXCEPT ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE,
WELLER, AND WESTERFIELD TWPS) ROCK ISLAND &
WHITESIDE (TOWNSHIPS OF ALBANY, CLYDE, ERIE,
FENTON, FULTON, GA.....\$ 41.61 20.73

LINE CONSTRUCTION, GROUNDMAN TRUCK DRIVER (CARROLL
(TOWNSHIPS OF FAIR HAVEN, FREEDOM, MOUNT CARROLL,
SALEM, SAVANNA, WASHINGTON, WOODLAND & YORK),
JO DAVIESS (TOWNSHIPS OF COUNCIL HILL, DERINDA,
DUNLEITH, EAST GALENA, ELIZABETH, GUILFORD,
HANOVER, MENOMINEE, RAWLINS, RICE, SCALES MOUND,
VINEGAR HILL & WEST GALENA), HENRY (EXCEPT
ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER,
AND WESTERFIELD TWPS) ROCK ISLAND & WHITESIDE
(TOWNSHIPS OF ALBANY, CLYDE, ERIE, FENTON, FULTON,
GARDEN P.....\$ 36.15 18.93

LINE CONSTRUCTION, LINEMAN, TECHNICIAN, HEAVY
EQUIPMENT OPERATOR (CARROLL (TOWNSHIPS OF FAIR
HAVEN, FREEDOM, MOUNT CARROLL, SALEM, SAVANNA,
WASHINGTON, WOODLAND & YORK), JO DAVIESS
(TOWNSHIPS OF COUNCIL HILL, DERINDA, DUNLEITH, EAST

GALENA, ELIZABETH, GUILFORD, HANOVER, MENOMINEE, RAWLINS, RICE, SCALES MOUND, VINEGAR HILL & WEST GALENA), HENRY (EXCEPT ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD TWPS) ROCK ISLAND & WHITESIDE (TOWNSHIPS OF ALBANY, CLYDE, ERIE, F.....	\$ 52.67	24.38
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ELEC0145-005 06/02/2025

	Rates	Fringes
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CABLE SPLICER (CARROLL (CHADWICK, MT. CARROLL, SAVANNA AND THOMPSON TWPS), HENRY (EXCLUDING ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD TWPS), JO DAVIESS (SAVANNA ORDNANCE DEPOT), WHITESIDE (REMAINDER OF COUNTY), AND ROCK ISLAND COUNTIES).....	\$ 47.00	28.64
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ELECTRICIAN (CARROLL (CHADWICK, MT. CARROLL, SAVANNA AND THOMPSON TWPS), HENRY (EXCLUDING ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WESTERFIELD TWPS), JO DAVIESS (SAVANNA ORDNANCE DEPOT), WHITESIDE (REMAINDER OF COUNTY), AND ROCK ISLAND COUNTIES).....	\$ 46.00	28.56
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ELEC0176-005 06/01/2023

	Rates	Fringes
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ELECTRICIAN (BUREAU AND HENRY (ANNAWAN, BURNS, CAMBRIDGE, GALVA, KEWANEE, WELLER, AND WETHERSFIELD TWPS) COUNTIES).....	\$ 50.45	44.96
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ELEC0196-002 03/06/2023

	Rates	Fringes
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LINE CONSTRUCTION, LINEMAN, SUBSTATION TECHNICIAN, CABLE SPLICING TECHNICIAN, DIGGER OPERATOR, CRANE OPERATOR 20 TONS AND ABOVE, AND SIGNAL TECHNICIAN (CARROLL (TOWNSHIPS OF CHERRY GROVE, ELKHORN GROVE, LIMA, ROCK CREEK, SHANNON & WYSOX), JO DAVIESS (TOWNSHIPS OF APPLE RIVER, BERREMAN, PLEASANT VALLEY, NORA, RUSH, STOCKTON, THOMPSON, WARDS GROVE, WARREN & WOODBINE), LEE, OGLE, STEPHENSON, WHITESIDE (TOWNSHIPS OF GENESEE, HAHNAMAN, HOPKINS, HUME, JORDAN, MONTMORENCY, STERLING & TAPI.....	\$ 59.17	27.12
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LINE CONSTRUCTION: EQUIPMENT OPERATOR (CARROLL (TOWNSHIPS OF CHERRY GROVE, ELKHORN GROVE, LIMA, ROCK CREEK, SHANNON & WYSOX), JO DAVIESS (TOWNSHIPS OF APPLE RIVER, BERREMAN, PLEASANT VALLEY, NORA, RUSH, STOCKTON, THOMPSON, WARDS GROVE, WARREN & WOODBINE), LEE, OGLE, STEPHENSON, WHITESIDE (TOWNSHIPS OF GENESEE, HAHNAMAN, HOPKINS, HUME, JORDAN, MONTMORENCY, STERLING & TAPICO) & WINNEBAGO COUNTIES) FOOTNOTE: A. PAID HOLIDAYS: MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, AND THANKSGIVING DAY.....	\$ 49.22	23.73
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LINE CONSTRUCTION: GROUNDMAN (CARROLL (TOWNSHIPS OF CHERRY GROVE, ELKHORN GROVE, LIMA, ROCK CREEK, SHANNON & WYSOX), JO DAVIESS (TOWNSHIPS OF APPLE RIVER, BERREMAN, PLEASANT VALLEY, NORA, RUSH, STOCKTON, THOMPSON, WARDS GROVE, WARREN & WOODBINE), LEE, OGLE, STEPHENSON, WHITESIDE (TOWNSHIPS OF GENESEE, HAHNAMAN, HOPKINS, HUME, JORDAN, MONTMORENCY, STERLING & TAPICO) & WINNEBAGO COUNTIES) FOOTNOTE: A. PAID HOLIDAYS: MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, AND		
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THANKSGIVING DAY.....	\$ 37.81	19.86
LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER		
(CARROLL (TOWNSHIPS OF CHERRY GROVE, ELKHORN GROVE, LIMA, ROCK CREEK, SHANNON & WYSOX), JO DAVIESS (TOWNSHIPS OF APPLE RIVER, BERREMAN, PLEASANT VALLEY, NORA, RUSH, STOCKTON, THOMPSON, WARDS GROVE, WARREN & WOODBINE), LEE, OGLE, STEPHENSON, WHITESIDE (TOWNSHIPS OF GENESEE, HAHNAMAN, HOPKINS, HUME, JORDAN, MONTMORENCY, STERLING & TAPICO) & WINNEBAGO COUNTIES) FOOTNOTE: A. PAID HOLIDAYS: MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, AND THANKSGIVING DAY.....		
	\$ 39.19	20.32

ELEC0364-002 06/02/2025

	Rates	Fringes
ELECTRICIAN (CARROLL (CHERRY GROVE, SHANNON, ROCK CREEK, LIMA, WYSOX, ELKHORN GROVE TWPS), JO DAVIESS (WARREN, RUSH, NORA, STOCKTON, WARDS GROVE, PLEASANT VALLEY, AND BERRENMAN TWPS), LEE, OGLE, STEPHENSON, WHITESIDE (GENESEE, JORDAN, HOPKINS, STERLING, HUME, MONTGOMERY, TAMPICO, AND HAHNAMAN TWPS) AND WINNEBAGO COUNTIES).....	\$ 62.61	43.96

ENGI0150-004 06/01/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, GROUP 1 ASPHALT PLANT; ASPHALT HEATER AND PLANER COMBINATION; ASPHALT SPREADER; ASPHALT SILO TENDER; AUTOGRADER, GOMACO OR SIMILAR; 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); BACKHOE WITH SHEAR ATTACHMENT; 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; 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; ROCK DRILL-CRAWLER OR SKID RIG; 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; GCI CRANE AND SIMILAR; HYDRAULIC TELESCOPING FORM (TUNNEL); TIE BACK MACHINE; TRACTOR DRAWN BELT LOADER: TRACTOR DRAWN BELT LOADER WITH ATTACHED PUSHER; TRACTOR WITH BOOM; TRACTAIRE WITH ATTACHMENT; TRAFFIC BARRIER CONVEYOR MACHINE; RAISED OR BLIND HOE DRILL (TUNNEL & SHAFT); TRENCHING MACHINE; TRUCK MOUNTED CONCRETE PUMP WITH BOOM; TRUCK MOUNTED CONCRETE CONVEYOR; UNDERGROUND BORING AND/OR MINING MACHINES UNDER 5 FT; WHEEL EXCAVATOR & WIDENER (APSCO) (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE (EASTERN HALF) AND WINNEBAGO COUNTIES) PREMIUM PAY: LONG BOOM : CRANES & DERRICKS 90' TO 150'		

INCLUDING JIB RECEIVE AN EXTRA \$.50 PER HOUR.
 CRANES & DERRICKS OVER 150' INCLUDING JIB RECEIVE
 AN EXTRA \$.50 PER HOUR PLUS AN ADDITIONAL \$.10 FOR
 EACH ADDITIONAL 10' OF BOOM OR JIB. CAPACITY
 PAY: CRANES & DERRICKS WITH MAXIMUM CAPACITY
 EXCEEDING 50 TON WITH LESS THAN 90' OF BOOM OR JIB
 SHALL BE COMPENSATED \$.01 PER HOUR FOR EACH TON OF
 THE RATED CAPACITY IN EXCESS OF 50 TON. LONG
 BOOM PAY AND CAPACITY PAY CANNOT BE COMBINED.
 CRANE MOUNTED EARTH AUGER, RAISED AND BLIND HOLE
 DRILLS, AND TRUCK MOUNTED DRILL RIGS RECEIVE AN
 EXTRA \$.50 PER HOUR. CRETER CRANES: WHEN THE
 CRETER CRANE IS EQUIPPED WITH A CONVEYOR SYSTEM
 CAPABLE OF EXTENDING 70' OR MORE, THE ENGINEER
 SHALL RECEIVE AN EXTRA \$.50 PER HOUR. TRUCK
 MOUNTED CONCRETE PUMPS: WHEN THE TRUCK MOUNTED
 CONCRETE PUMP IS EQUIPPED WITH A BOOM, WHICH IS
 CAPABLE OF EXTENDING 90' OR MORE, THE ENGINEER
 SHALL RECEIVE \$.50 PER HOUR EXTRA. TRUCK
 MOUNTED CONCRETE CONVEYOR: TRUCK MOUNTED
 CONCRETE CONVEYORS EQUIPPED WITH CONVEYORS THAT
 ARE CAPABLE OF EXTENDING 90' OR MORE, THE ENGINEER
 SHALL RECEIVE AN EXTRA \$.50 PER HOUR.
 UNDERGROUND WORK: EMPLOYEES WORKING IN TUNNELS,
 SHAFTS, ETC. SHALL BE PAID AN ADDITIONAL \$.40 PER
 HOUR. EMPLOYEES WORKING UNDER AIR PRESSURE 1/2
 POUND TO 7 POUNDS SHALL RECEIVE AN ADDITIONAL \$.50
 PER HOUR. EMPLOYEES WORKING UNDER AIR PRESSURE OF
 7 POUNDS OR OVER SHALL RECEIVE \$.65 PER HOUR MORE.
 MINING MACHINES- BORING MACHINES: THE CREW
 OPERATING AND MAINTAINING THE MINING MACHINES SHALL
 BE COMPENSATED AN ADDITIONAL \$.50 PER HOUR.....\$ 56.60

OPERATOR: POWER EQUIPMENT, GROUP 2 BATCH PLANT;
 BITUMINOUS MIXER; BOBCATS OVER .75 CU YD; 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; CONVEYOR MUCK CARS (HAGLUND OR
 SIMILAR TYPE); FINISHING MACHINE-CONCRETE; GREASER
 ENGINEER; HIGHLIFT SHOVELS OR FRONT END LOADER;
 HOIST-SEWER DRAGGING MACHINE; HYDRAULIC BOOM
 TRUCKS, ALL ATTACHMENTS; LOCOMOTIVES, DINKY; PUMP
 CRETES, SQUEEZE CRETES-SCREW TYPE PUMPS, GYPSUM
 BULKER AND PUMP; 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, OR
 COMPACTOR, ETC; TUG BOATS PREMIUM PAY: LONG
 BOOM : CRANES & DERRICKS 90' TO 150' INCLUDING
 JIB RECEIVE AN EXTRA \$.50 PER HOUR. CRANES &
 DERRICKS OVER 150' INCLUDING JIB RECEIVE AN EXTRA
 \$.50 PER HOUR PLUS AN ADDITIONAL \$.10 FOR EACH
 ADDITIONAL 10' OF BOOM OR JIB. CAPACITY PAY:
 CRANES & DERRICKS WITH MAXIMUM CAPACITY EXCEEDING
 50 TON WITH LESS THAN 90' OF BOOM OR JIB SHALL BE

51.05

COMPENSATED \$.01 PER HOUR FOR EACH TON OF THE
RATED CAPACITY IN EXCESS OF 50 TON. LONG BOOM
PAY AND CAPACITY PAY CANNOT BE COMBINED. CRANE
MOUNTED EARTH AUGER, RAISED AND BLIND HOLE DRILLS,
AND TRUCK MOUNTED DRILL RIGS RECEIVE AN EXTRA \$.50
PER HOUR. CRETER CRANES: WHEN THE CRETER
CRANE IS EQUIPPED WITH A CONVEYOR SYSTEM CAPABLE
OF EXTENDING 70' OR MORE, THE ENGINEER SHALL
RECEIVE AN EXTRA \$.50 PER HOUR. TRUCK MOUNTED
CONCRETE PUMPS: WHEN THE TRUCK MOUNTED CONCRETE
PUMP IS EQUIPPED WITH A BOOM, WHICH IS CAPABLE OF
EXTENDING 90' OR MORE, THE ENGINEER SHALL RECEIVE
\$.50 PER HOUR EXTRA. TRUCK MOUNTED CONCRETE
CONVEYOR: TRUCK MOUNTED CONCRETE CONVEYORS
EQUIPPED WITH CONVEYORS THAT ARE CAPABLE OF
EXTENDING 90' OR MORE, THE ENGINEER SHALL RECEIVE
AN EXTRA \$.50 PER HOUR. UNDERGROUND WORK:
EMPLOYEES WORKING IN TUNNELS, SHAFTS, ETC. SHALL BE
PAID AN ADDITIONAL \$.40 PER HOUR. EMPLOYEES
WORKING UNDER AIR PRESSURE 1/2 POUND TO 7 POUNDS
SHALL RECEIVE AN ADDITIONAL \$.50 PER HOUR.
EMPLOYEES WORKING UNDER AIR PRESSURE OF 7 POUNDS OR
OVER SHALL RECEIVE \$.65 PER HOUR MORE. MINING
MACHINES- BORING MACHINES: THE CREW OPERATING
AND MAINTAINING THE MINING MACHINES SHALL BE
COMPENSATED AN ADDITIONAL \$.50 PER HOUR.
(CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON,
WHITESIDE (EASTERN HALF) AND WINNEBAGO COUNTIES)...\$ 56.05
OPERATOR: POWER EQUIPMENT, 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; 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 (CARROLL, JO
DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE (EASTERN
HALF) AND WINNEBAGO COUNTIES) PREMIUM PAY:
LONG BOOM : CRANES & DERRICKS 90' TO 150'
INCLUDING JIB RECEIVE AN EXTRA \$.50 PER HOUR.
CRANES & DERRICKS OVER 150' INCLUDING JIB RECEIVE
AN EXTRA \$.50 PER HOUR PLUS AN ADDITIONAL \$.10 FOR
EACH ADDITIONAL 10' OF BOOM OR JIB. CAPACITY
PAY: CRANES & DERRICKS WITH MAXIMUM CAPACITY
EXCEEDING 50 TON WITH LESS THAN 90' OF BOOM OR JIB
SHALL BE COMPENSATED \$.01 PER HOUR FOR EACH TON OF
THE RATED CAPACITY IN EXCESS OF 50 TON. LONG
BOOM PAY AND CAPACITY PAY CANNOT BE COMBINED.
CRANE MOUNTED EARTH AUGER, RAISED AND BLIND HOLE
DRILLS, AND TRUCK MOUNTED DRILL RIGS RECEIVE AN
EXTRA \$.50 PER HOUR. CRETER CRANES: WHEN THE
CRETER CRANE IS EQUIPPED WITH A CONVEYOR SYSTEM
CAPABLE OF EXTENDING 70' OR MORE, THE ENGINEER
SHALL RECEIVE AN EXTRA \$.50 PER HOUR. TRUCK
MOUNTED CONCRETE PUMPS: WHEN THE TRUCK MOUNTED
CONCRETE PUMP IS EQUIPPED WITH A BOOM, WHICH IS
CAPABLE OF EXTENDING 90' OR MORE, THE ENGINEER
SHALL RECEIVE \$.50 PER HOUR EXTRA. TRUCK
MOUNTED CONCRETE CONVEYOR: TRUCK MOUNTED
CONCRETE CONVEYORS EQUIPPED WITH CONVEYORS THAT

51.05

ARE CAPABLE OF EXTENDING 90' OR MORE, THE ENGINEER SHALL RECEIVE AN EXTRA \$.50 PER HOUR.

UNDERGROUND WORK: EMPLOYEES WORKING IN TUNNELS, SHAFTS, ETC. SHALL BE PAID AN ADDITIONAL \$.40 PER HOUR. EMPLOYEES WORKING UNDER AIR PRESSURE 1/2 POUND TO 7 POUNDS SHALL RECEIVE AN ADDITIONAL \$.50 PER HOUR. EMPLOYEES WORKING UNDER AIR PRESSURE OF 7 POUNDS OR OVER SHALL RECEIVE \$.65 PER HOUR MORE.

MINING MACHINES- BORING MACHINES: THE CREW OPERATING AND MAINTAINING THE MINING MACHINES SHALL BE COMPENSATED AN ADDITIONAL \$.50 PER HOUR.....\$ 54.75

51.05

OPERATOR: POWER EQUIPMENT, GROUP 4 AIR COMPRESSOR - SMALL 185 AND UNDER (1 TO 5 NOT TO EXCEED A TOTAL OF 300 FT); AIR COMPRESSOR - LARGE OVER 185; ASPHALT SPREADER BACKEND MAN; 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); LIGHT PLANTS ALL (1 TO 5); PUMPS, OVER 3"" (1 TO 3, NOT TO EXCEED A TOTAL OF 300 FT); PUMPS, WELL POINTS; TRACTAIRE; WELDING MACHINES (2 THROUGH 5); WINCHES, 4 SMALL ELECTRIC DRILL WINCHES; BOBCATS UP TO AND INCLUDING .75 CU YD (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE (EASTERN HALF) AND WINNEBAGO COUNTIES) PREMIUM PAY: LONG BOOM : CRANES & DERRICKS 90' TO 150' INCLUDING JIB RECEIVE AN EXTRA \$.50 PER HOUR. CRANES & DERRICKS OVER 150' INCLUDING JIB RECEIVE AN EXTRA \$.50 PER HOUR PLUS AN ADDITIONAL \$.10 FOR EACH ADDITIONAL 10' OF BOOM OR JIB. CAPACITY PAY: CRANES & DERRICKS WITH MAXIMUM CAPACITY EXCEEDING 50 TON WITH LESS THAN 90' OF BOOM OR JIB SHALL BE COMPENSATED \$.01 PER HOUR FOR EACH TON OF THE RATED CAPACITY IN EXCESS OF 50 TON. LONG BOOM PAY AND CAPACITY PAY CANNOT BE COMBINED. CRANE MOUNTED EARTH AUGER, RAISED AND BLIND HOLE DRILLS, AND TRUCK MOUNTED DRILL RIGS RECEIVE AN EXTRA \$.50 PER HOUR. CRETER CRANES: WHEN THE CRETER CRANE IS EQUIPPED WITH A CONVEYOR SYSTEM CAPABLE OF EXTENDING 70' OR MORE, THE ENGINEER SHALL RECEIVE AN EXTRA \$.50 PER HOUR.

TRUCK MOUNTED CONCRETE PUMPS: WHEN THE TRUCK MOUNTED CONCRETE PUMP IS EQUIPPED WITH A BOOM, WHICH IS CAPABLE OF EXTENDING 90' OR MORE, THE ENGINEER SHALL RECEIVE \$.50 PER HOUR EXTRA. TRUCK MOUNTED CONCRETE CONVEYOR: TRUCK MOUNTED CONCRETE CONVEYORS EQUIPPED WITH CONVEYORS THAT ARE CAPABLE OF EXTENDING 90' OR MORE, THE ENGINEER SHALL RECEIVE AN EXTRA \$.50 PER HOUR.

UNDERGROUND WORK: EMPLOYEES WORKING IN TUNNELS, SHAFTS, ETC. SHALL BE PAID AN ADDITIONAL \$.40 PER HOUR. EMPLOYEES WORKING UNDER AIR PRESSURE 1/2 POUND TO 7 POUNDS SHALL RECEIVE AN ADDITIONAL \$.50 PER HOUR. EMPLOYEES WORKING UNDER AIR PRESSURE OF 7 POUNDS OR OVER SHALL RECEIVE \$.65 PER HOUR MORE.

MINING MACHINES- BORING MACHINES: THE CREW OPERATING AND MAINTAINING THE MINING MACHINES SHALL BE COMPENSATED AN ADDITIONAL \$.50 PER HOUR.....\$ 53.30

51.05

OPERATOR: POWER EQUIPMENT, GROUP 5 OILERS (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE (EASTERN HALF) AND WINNEBAGO COUNTIES) ..\$ 50.85

51.05

OPERATOR: POWER EQUIPMENT, 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) (BUREAU COUNTY (THE
 PORTION LYING EAST AND NORTH OF HIGHWAY 26 FROM THE
 TOWN OR VILLAGE OF BUREAU TO THE NORTHERN BUREAU
 COUNTY LINE.)) *EQUIPMENT REQUIRES AN OILER.....\$ 63.00

51.00

OPERATOR: POWER EQUIPMENT, GROUP 2 BATCH PLANT;
 BITUMINOUS MIXER; BOILER AND THROTTLE VALVE;
 BULLDOZER; CAR LOADER TRAILING CONVEYORS;
 COMBINATION BACKKHoe 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 (BUREAU COUNTY (THE PORTION LYING EAST AND NORTH OF HIGHWAY 26 FROM THE TOWN OR VILLAGE OF BUREAU TO THE NORTHERN BUREAU COUNTY LINE.)) *EQUIPMENT REQUIRES AN OILER.....	\$ 62.45	51.00
OPERATOR: POWER EQUIPMENT, 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 (BUREAU COUNTY (THE PORTION LYING EAST AND NORTH OF HIGHWAY 26 FROM THE TOWN OR VILLAGE OF BUREAU TO THE NORTHERN BUREAU COUNTY LINE.)).....	\$ 60.40	51.00
OPERATOR: POWER EQUIPMENT, 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 (BUREAU COUNTY (THE PORTION LYING EAST AND NORTH OF HIGHWAY 26 FROM THE TOWN OR VILLAGE OF BUREAU TO THE NORTHERN BUREAU COUNTY LINE.)).....	\$ 59.00	51.00
OPERATOR: POWER EQUIPMENT, GROUP 5 BOBCATS (ALL); BRICK FORKLIFTS; DIRECTIONAL BORING MACHINE LOCATOR; OILERS (BUREAU COUNTY (THE PORTION LYING EAST AND NORTH OF HIGHWAY 26 FROM THE TOWN OR VILLAGE OF BUREAU TO THE NORTHERN BUREAU COUNTY LINE.))	\$ 57.80	51.00

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Rates

Fringes

OPERATOR: POWER EQUIPMENT, GROUP 1 CRANE (FRICTION OR HYDRAULIC, REGARDLESS OF SIZE OR ATTACHMENTS); TOW OR PUSH BOAT (HENRY (WESTERN HALF), ROCK ISLAND, AND WHITESIDE (WESTERN HALF) COUNTIES).....	\$ 43.50	41.25
OPERATOR: POWER EQUIPMENT, GROUP 2 ASPHALT HEATER-PLANER UNIT; ASPHALT PAVER; ASPHALT PAVER SCREED; ASPHALT PLANT; AUTOMATIC CURBING MACHINE; BACKFILLER (THROW BUCKET); BLASTHOLER SELF-PROPELLED ROTARY DRILL OR SIMILAR MACHINES; BOOM TRACTOR OR SIDE BOOM; BORING MACHINE (DIRECTIONAL, VERTICAL OR HORIZONTAL); BUILDING HOIST (1,2 OR 3 DRUMS); CAISSON AUGURING MACHINES; CENTRAL REDI-MIX PLANT; CHIP SPREADER; CLEANING & PRIMING MACHINE; COMBINATION BACKHOE FRONT END LOADER; COMBINATION CONCRETE FINISHING MACHINE AND FLOAT; CONCRETE BREAKER OR HYDRO-HAMMER; CONCRETE		

CONVEYOR OR PUMP; CONCRETE PAVER; CONCRETE SPREADER; CONCRETE WHEEL SAW (LARGE SELF-PROPELLED); CRUSHER (STONE, CONCRETE, ASPHALT, ETC.); CURING-TINNING MACHINE; DIPPER DREDGE CRANE MAN; DIPPER DREDGE OPERATOR; DUAL PURPOSE TRUCK (BOOM, WINCH, ETC.); EXCAVATOR; FARM-TYPE TRACTOR OPERATING SCOOP OR SCRAPER OR WITH POWER ATTACHMENT; FORKLIFT (6000 LB. CAPACITY); GRADER, MOTOR GRADER, MOTOR PATROL, AUTO GRADER, FORM GRADER, PULL GRADER, SUB GRADER, ELEVATING GRADER; GROUP EQUIPMENT GREASER; GUARD RAIL POST DRIVER; HOISTS; HYDRAULIC DREDGE LEVERMAN OR ENGINEER; HYDRO-VAC TRUCK MOUNTED OR PULL TYPE, AND SIMILAR EQUIPMENT; LASER SCREED; LOADER (TRACK, RUBBER TIRE OR ARTICULATED); LOCOMOTIVE ENGINEER; MECHANIC-WELDER; MECHANICAL LOADED LOG CHIPPERS OR SIMILAR MACHINES; MILLING MACHINE; MUCKING MACHINE; PILE DRIVER; PIPE BENDING; PUG MILL; ROAD WIDENER-SHOULDER SPREADER; SCRAPER (SELF-PROPELLED); SELF-PROPELLED ROLLER OR TIRE ROLLER (ON ASPHALT OR BLACKTOP), SHEEP FOOT OR PAD FOOT COMPACTOR; SHOVEL; SLIP FORM PAVER; STEEL TRACK-TYPE TRACTOR (DOZER, PUSH CAT, ETC.); TRANSFER OR SHUTTLE BUGGY; TRENCHING MACHINE (40 H.P. & OVER); WORK BOAT. (HENRY (WESTERN HALF), ROCK ISLAND, AND WHITESIDE (WESTERN HALF) COUNTIES).	\$ 41.50	41.25
OPERATOR: POWER EQUIPMENT, GROUP 3 ARTICULATED OFF-ROAD HAUL UNIT; ASPHALT BOOSTER; BOILER (ENGINEER OR FIREMAN); CONVEYOR OVER 20 H.P.; DISTRIBUTOR; DRIVER ON TRUCK CRANE OR SIMILAR MACHINES; ELEVATOR; FARM-TYPE TRACTOR (WITHOUT POWER ATTACHMENT); FIREMAN & PUMP OPERATOR AT ASPHALT PLANT; FORKLIFT (LESS THAN 6000 LB. CAPACITY); GROUT PUMP; LIGHT PLANT; MECHANICAL BROOM; MUD JACK; SELF-PROPELLED ROLLER (OTHER THAN LISTED IN GROUP 2); STRADDLE CARRIER; TRENCH MACHINE (UNDER 40 H.P.). (HENRY (WESTERN HALF), ROCK ISLAND, AND WHITESIDE (WESTERN HALF) COUNTIES).	\$ 38.85	41.25
OPERATOR: POWER EQUIPMENT, GROUP 4 AIR COMPRESSOR (400 C.F.M. OR OVER); COMPACT LOADER (RUBBER TIRE, TRACK & UTILITY); ENGINE DRIVEN WELDING MACHINE; MECHANICAL HEATER (OTHER THAN STEAM BOILER); SMALL OUTBOARD MOTOR BOAT (SAFETY BOAT & LIFE BOAT); WATER PUMP (MORE THAN ONE WELL POINT PUMP). (HENRY (WESTERN HALF), ROCK ISLAND, AND WHITESIDE (WESTERN HALF) COUNTIES).....	\$ 37.80	41.25

ENGI0649-005 04/01/2025

Rates

Fringes

OPERATOR: POWER EQUIPMENT, 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 ATTACHEMENTS; 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. (HENRY
 (EASTERN HALF) AND BUREAU (WESTERN HALF) COUNTIES)
 - 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.
 \$0.02 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
 HTE 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.....\$ 47.79
 OPERATOR: POWER EQUIPMENT, 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

43.42

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). (HENRY (EASTERN HALF) AND BUREAU (WESTERN HALF) COUNTIES) - 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. \$0.02 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 HTE 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.....\$ 44.09 43.42

OPERATOR: POWER EQUIPMENT, 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. (HENRY (EASTERN HALF) AND BUREAU (WESTERN HALF) COUNTIES) - 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. \$0.02 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 HTE 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.....\$ 38.03 43.42

IRON0111-003 07/01/2025

Rates

Fringes

IRONWORKER (CARROLL (THOMPSON, SAVANNA & VICINITY), HENRY, JO DAVIESS (EAST DUBUQUE, GALENA, HANOVER, & VICINITY), KNOX (GALESBURG AND AREA NORTH OF THE CITY), MERCER (EXCEPT SOUTHWEST PART), ROCK ISLAND, WARREN (INCLUDES NORTHWEST PART), AND WHITESIDE (WESTERN HALF) COUNTIES).....\$ 38.25 32.28

IRON0444-004 06/01/2022

	Rates	Fringes
IRONWORKER (BUREAU COUNTY).....	\$ 45.50	38.90

IRON0498-002 06/01/2021

	Rates	Fringes
IRONWORKER (CARROLL (REMAINDER), JO DAVIESS (REMAINDER), LEE, OGLE, STEPHENS, WHITESIDE (EASTERN HALF), AND WINNEBAGO COUNTIES).....	\$ 41.37	44.41

LAB00032-002 05/01/2025

	Rates	Fringes
LABORER: GENERAL LABORER: CARPENTER TENDER, TOOL CRIBMAN, FIREMAN OR SALAMANDER TENDER, FLAGMAN, GRAVEL BOX MAN, BUMPMAN & SPOTTER, FORM HANDLER, MATERIAL HANDLER, FENCING LABORER, CLEANING LUMBER, PIT MAN, MATERIAL CHECKER, LANDSCAPER, UNLOADING EXPLOSIVES, LAYING OF SOD, PLANTING OF TREES, ASPHALT WORKERS WITH MACHINE & LAYERS, ASPHALT PLANT LABORER, WRECKING, FIRE-PROOFING, DRIVING STAKES, STRINGLINES FOR ALL MACHINERY, WINDOW CLEANING, DEMOLITION WORKER, EXPLOSIVE HANDLING, TRIMMING & REMOVAL OF TREES, MULTI-PLATE PIPE, PILOT CARS FOR TRAFFIC CONTROL, POWER RIGGING (WINNEBAGO COUNTY).....	\$ 47.04	36.31

LABORER: SKILLED LABORER: ASBESTOS ABATEMENT WORKER, HAZARDOUS WASTE WORKER, HANDLING ANY MATERIALS WITH ANY FOREIGN MATTER HARMFUL TO SKIN OR CLOTHING, TRACK LABOR, CEMENT HANDLER, CHLORIDE HANDLER, UNLOADING & LABORERS WITH STEEL WORKERS & RE-BARS, WET CONCRETE WORKERS, TUNNEL TENDERS IN FREE AIR, BATCH DUMPER, MASON TENDER, KETTLE & TAR MAN, TANK CLEANER, PLASTIC INSTALLER, SCAFFOLD WORKER, MOTORIZED BUGGIES OR MOTORIZED UNIT USED FOR WET CONCRETE OR HANDLING OF BUILDING MATERIALS, LABORERS WITH DE-WATERING SYSTEMS, SEWER WORKERS PLUS DEPTH, VIBRATOR OPERATOR, CEMENT SILICA, CLAY, FLY ASH, LIME & PLASTERS HANDLERS (BULK OR BAG); COFFERDAM WORKER PLUS DEPTH, CONCRETE PAVING, PLACING CUTTING & TYING OF REINFORCING, DECK HAND, DREDGE HAND AND SHORE LABORER, BANKMAN ON FLOATING PLANT, GRADE CHECKER, POWER TOOLS, FRONT END MAN ON CHIP SPREADER, CAISSON WORKER PLUS DEPTH, GUNNITE NOZZLEMAN, LEADMAN ON SEWER WORK, WELDER, CUTTER, BURNER & TORCHMAN, CHAIN SAW OPERATOR, JACKHAMMER & DRILL OPERATOR, LAYOUT MAN AND/OR TILE LAYER, STEEL FORM SETTER - STREET & HIGHWAY, AIR TAMPING HAMMERMAN, SIGNAL MAN ON CRANE, CONCRETE SAW OPERATOR, SCREENMAN ON ASPHALT PAVER, TENDING MASONS WITH HOT MATERIAL OR WHERE FOREIGN MATERIALS ARE USED, MORTAR MIXER OPERATOR, MULTIPLE CONCRETE DUCT - LEADMAN, LUTEMAN, ASPHALT RAKER, CURB ASPHALT MACHINE OPERATOR, READY MIX SCALEMAN PERMANENT PORTABLE OR TEMPORARY PLANT, LABORER HANDLING MASTERPLATE OR SIMILAR MATERIALS, LASER BEAM OPERATOR, CONCRETE BURNING MACHINE OPERATOR, CORING MACHINE OPERATOR, PLASTER TENDER, UNDERPINNING & SHORING OF BUILDINGS, PUMP MAN, MANHOLE & CATCH BASIN, DIRT & STONE TAMPER, HOSEMAN ON CONCRETE PUMP. (WINNEBAGO COUNTY).....	\$ 50.39	36.31
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LAB00309-001 01/01/2024

Rates	Fringes
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LABORER GROUP 1 FLAGMAN, DUMPMAN, SPOTTER, BROOM MAN, REMOVAL OF TREES, FENCING LABORERS, CLEANING OF FORMS OR LUMBER (IN BONE YARD), MOVING AND/OR MAINTENANCE OF FLARES AND BARRICADES, OPERATION OF ALL HAND, ELECTRIC, AIR, HYDRAULIC, OR MECHANICALLY POWERED TOOLS UNDER THE THE LABORERS' INCLUDING JACKHAMMERS, TAMPERS, AIR SPADES, AUGERS, CONCRETE SAWS, CHAIN SAWS, UTILITY SAWS, ROCK DRILLS, VIBRATORS, MORTAR MIXER, POWER AND HAND SAW (WHEN CLEARING TIMBER), GENERAL LABORER (NOT ELSEWHERE COVERED), CRAFT- TENDER, MATERIAL CHECKER, MATERIAL HANDLER, FORM HANDLER, CONCRETE DUMPER, PUDDLER, EXPLOSIVES HANDLER, CENTER STRIP, REINFORCING IN CONCRETE, WIRE MESH HANDLER AND INSTALLER, PRIME MOVER OR ANY MECHANICAL DEVICE TAKING THE PLACE OF CONCRETE BUGGY OR WHEEL-BARROW, SANDPOINT SETTER, ASPHALT KETTLEMAN, SHEETING HAMMER DRIVERS, LAYING AND JOINING OF TELEPHONE CONDUIT, GAS DISTRIBUTION MEN, PIPE SETTER ON LATERALS, DRAIN TILES, CULVERT PIPE, AND STORM SEWER CATCH BASIN LEADS, CATCH BASINS, MANHOLES, BATCH DUMPERS, TANK CLEANERS, COFFERDAM WORKER, BANKMAN ON FLOATING PLANT, JOINTMAN WITH PIPELAYERS BACK-UP MAN (CORKER, JOINT MAKER) WITH PIPE SETTER ON SEWER AND WATER MAINS, BATTERBOARD MAN OR LASER OPERATOR ON SEWER AND WATER MAIN, LABORER IN DITCH, OR TUNNEL, ON SEWER OR WATER MAINS AND TELEPHONE CONDUIT, CUTTERS, BURNERS, TORCHMAN, GRAVEL BOX MAN, ASPHALT PLANT LABORER, CONCRETE PLANT LABORER, DECK HAND, UNLOADING OF STEEL AND REBAR, LASER BEAM OPERATOR, WRECKING LABORERS. (ROCK ISLAND COUNTY).....\$ 33.77	23.60
LABORER GROUP 2 ASPHALT RAKER OR LUTEMAN, HEAD FORM SETTER, HEAD DYNAMITE MAN (POWDERMAN) HEAD STRING OR WIRELINE MAN (ON PAVING), PIPE SETTER ON SEWER OR WATER MAIN, GUNNITE NOZZLE MAN, ASPHALT OR CONCRETE CURB MACHINE OPERATOR, HEAD GRADE MAN, HEAD TUNNEL MINER, CONCRETE BURNING MACHINE OPERATOR, CORING MACHINE OPERATOR, WELDER, HAZARDOUS WASTE WORKER, ASBESTOS ABATEMENT WORKER. (ROCK ISLAND COUNTY).....\$ 34.27	23.60
LABORER GROUP 3 CONCRETE SPECIALIST (ROCK ISLAND COUNTY).....\$ 34.90	23.60

LAB00393-002 05/01/2025

	Rates	Fringes
LABORER GROUP 1 UNSKILLED - ALL CLASSIFICATIONS NOT LISTED (BUREAU COUNTY).....\$ 40.54		32.42
LABORER GROUP 2 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 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) (BUREAU COUNTY).....\$ 40.54	32.42
LABORER 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 (BUREAU COUNTY).....\$ 40.54	32.42
LABORER GROUP 4 DYNAMITE MAN (BUREAU COUNTY).....\$ 41.54	32.42
LABORER GROUP 5 ASBESTOS ABATEMENT WORKER AND HAZARDOUS WASTE WORKER (BUREAU COUNTY).....\$ 42.54	32.42

LAB00538-005 05/01/2024

	Rates	Fringes
LABORER: GENERAL LABORER: ALL CLASSIFICATIONS NOT LISTED BELOW. (HENRY COUNTY).....\$ 35.23		28.10
LABORER: SKILLED LABORER: FLAGGERS; TRAFFIC CONTROL AND ALL ASSOCIATED WORK; HANDLING OF MATERIALS TREATED WITH OIL, CREOSOTE, ASPHALT AND/OR FORIEGN MATERIAL HARMFUL TO SKIN OR CLOTHING; TRACK LABORERS; CHLORIDE HANDLERS; UNLOADING AND LABORERS WITH STEEL WORKERS AND RE-BARS; CONCRETE WORKERS (WET); BATCH DUMPERS; MASON TENDERS; KETTLE AND TAR MEN; 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; DECKHAND, DREDGE HAND AND SHORE LABORERS; BACKMEN ON FLOATING PLANT; ASPHALT WORKERS WITH MACHINE AND LAYERS; GRADE CHECKER; POWER TOOLS; STRIPPING OF ALL CONCRETE FORMS EXCEPT PAVING FORMS, DUMPEN AND SPOTTERS, WHEN NECESSARY; CAISSON WORKERS PLUS DEPTH; GUNNITE NOZZLE MEN; TUNNEL HELPERS IN FREE AIR; ROD AND CHAINMEN; WELDERS, CUTTERS, BURNERS, AND TORCHMEN; CHAINSAW OPERATOR; PAVING BREAKER, JACKHAMMER AND DRILL OPERATOR, LAYOUT MAN AND /OR TILE LAYER; STEEL FORM SETTERS - STREET AND HIGHWAY, AIR TAMPING HAMMERMAN; SIGNALMAN ON CRANE CONCRETE SAW OPERATOR; SCREEDMAN ON ASPHALT PAVERS; FRONT END MAN ON CHIP SPREADER; MULTIPLE CONCRETE DUCT;		

LUTEMAN, ASPHALT RAKER; CURB ASPHALT MACHINE OPERATOR. (HENRY COUNTY).....	\$ 36.23	28.10
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LAB00727-002 05/01/2025

Rates

Fringes

LABORER: GENERAL LABORER: CARPENTER TENDER, TOOL CRIBMAN, FIREMAN OR SALAMANDER TENDER, FLAGMAN, GRAVEL BOX MAN, DUMPMAN & SPOTTER, FORM HANDLER, MATERIAL HANDLER, FENCING LABORER, CLEANING LUMBER, PIT MAN, UNLOADING EXPLOSIVES, REMOVAL OF TREES, ASPHALT WORKERS WITH MACHINE & LAYERS, ASPHALT PLANT LABORER, WRECKING, FIREPROOFING, DRIVING STAKES, STRINGLINES FOR ALL MACHINERY, WINDOW CLEANING. (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE COUNTIES).....	\$ 49.17	34.25
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LABORER: SKILLED LABORER: HANDLING ANY MATERIALS WITH ANY FOREIGN MATTER HARMFUL TO SKIN OR CLOTHING, TRACK LABOR, CEMENT HANDLER, CHLORIDE HANDLER, UNLOADING & LABORERS WITH STEEL WORKERS & RE-BARS, WET CONCRETE WORKERS, TUNNEL TENDERS IN FREE AIR, BATCH DUMPER, MASON TENDER, KETTLE & TAR MAN, TANK CLEANER, PLASTIC INSTALLER, SCAFFOLD WORKER, MOTORIZED BUGGIES OR MOTORIZED UNIT USED FOR WET CONCRETE OR SO HANDLING OF BUILDING MATERIALS, LABORERS WITH DE- WATERING SYSTEMS, SEWER WORKERS PLUS DEPTH, VIBRATOR OPERATOR; CEMENT SILICA, CLAY, FLY ASH, LIME & PLASTERS HANDLERS (BULK OR BAG); COFFERDAM WORKER PLUS DEPTH, CONCRETE PAVING, PLACING CUTTING & TYING OF REINFORCING, DECK HAND, DREDGE HAND AND SHORE LABORER, BANKMAN ON FLOATING PLANT, GRADE CHECKER, POWER TOOLS, FRONT END MAN ON CHIP SPREADER, CAISSON WORKER PLUS DEPTH, GUNNITER NOZZLEMAN, LEADMAN ON SEWER WORK, WELDER, CUTTER, BURNER & TORCHMAN, CHAIN SAW OPERATOR, JACKHAMMER & DRILL OPERATOR, LAYOUT MAN AND/OR TILE LAYER, STEEL FORM SETTER - STREET & HIGHWAY, AIR TAMPING HAMMERMAN, SIGNAL MAN ON CRANE, CONCRETE SAW OPERATOR, SCREENMAN ON ASPHALT PAVER, TENDING MASONS WITH HOT MATERIAL OR WHERE FOREIGN MATERIALS ARE USED, MORTAR MIXER OPERATOR, MULTIPLE CONCRETE DUCT - LEADMAN, LUTEMAN, ASPHALT RAKER CURB ASPHALT MACHINE OPERATOR, READY MIX SCALEMAN PERMANENT PORTABLE OR TEMPORARY PLANT, LABORER HANDLING MASTERPLATE OR SIMILAR MATERIALS, LASER BEAM OPERATOR, CONCRETE BURNING MACHINE OPERATOR, CORING MACHINE OPERATOR, PLASTER TENDER, UNDERPINNING & SHORING OF BUILDINGS, PUMP MAN, MANHOLE & CATCH BASIN, DIRT & STONE TAMPER, HOSEMAN ON CONCRETE PUMP. (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE COUNTIES).....	\$ 52.52	34.25
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PAIN0030-004 06/01/2024

Rates

Fringes

PAINTER: BRUSH, ROLLER, SPRAY, SANDBLASTING, PAPERHANGER, DRYWALL FINISHING, TAPER, AND SPRAY STRUCTURAL STEEL (BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES).....	\$ 45.15	29.41
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PAIN0030-010 06/01/2023

Rates

Fringes

PAINTER: BRUSH, ROLLER, PRESSURE ROLLER, SPRAY,

AIRLESS SPRAY, SANDBLASTING, TAPER, DRYWALL TAPER/FINISHER, STRUCTURAL STEEL, AND BRIDGES (BUREAU, FORD, HANCOCK, LA SALLE, LIVINGSTON, MCDONOUGH, MCLEAN, PUTNAM AND STARK COUNTIES).....\$ 40.00	26.90

PAIN1178-001 06/01/2022	
	Rates Fringes
PAINTER: BRIDGES (CARROLL, HENRY, ROCK ISLAND, AND WHITESIDE COUNTIES).....\$ 32.00	17.37
PAINTER: BRUSH AND ROLLER (CARROLL, HENRY, ROCK ISLAND, AND WHITESIDE COUNTIES).....\$ 30.00	17.37
PAINTER: SPRAY, STRUCTURAL STEEL, & SANDBLASTING (CARROLL, HENRY, ROCK ISLAND, AND WHITESIDE COUNTIES).....\$ 30.50	17.37

PLAS0011-004 06/01/2023	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE (EXCEPT ERIE AND AREA SOUTHWEST THEREOF) COUNTIES)..\$ 38.48	38.77
PLASTERER (CARROLL, JO DAVIESS, LEE, OGLE, STEPHENSON, AND WHITESIDE (EXCEPT ERIE AND AREA SOUTHWEST THEREOF) COUNTIES).....\$ 38.98	36.58

PLAS0011-005 06/01/2023	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER (BUREAU COUNTY).....\$ 40.50	33.54

PLAS0011-017 06/01/2023	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER (WINNEBAGO COUNTY)...\$ 41.03	36.39

PLAS0018-007 06/01/2015	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER (HENRY COUNTY).....\$ 36.70	22.08

PLAS0018-036 01/01/2020	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER (ROCK ISLAND COUNTY).\$ 28.52	24.04

TEAM0325-002 06/01/2025	
	Rates Fringes
TRUCK DRIVER: 2 OR 3 AXLES (CARROLL (NORTH OF ROUTE. #72 & EAST OF ROUTE #78), JODAVIESS (EAST OF ROUTE #78, EXCLUDING STOCKTON), STEPHENSON, AND WINNEBAGO COUNTIES) FOOTNOTE: .20 CENTS ADDITIONAL PER AXLE OVER 6 AXLES.....\$ 48.47	26.70
TRUCK DRIVER: 4 AXLES (CARROLL (NORTH OF ROUTE. #72 & EAST OF ROUTE #78), JODAVIESS (EAST OF ROUTE #78, EXCLUDING STOCKTON), STEPHENSON, AND WINNEBAGO COUNTIES) FOOTNOTE: .20 CENTS ADDITIONAL PER AXLE OVER 6 AXLES.....\$ 48.62	26.70
TRUCK DRIVER: 5 AXLES (CARROLL (NORTH OF ROUTE. #72 & EAST OF ROUTE #78), JODAVIESS (EAST OF ROUTE #78, EXCLUDING STOCKTON), STEPHENSON, AND WINNEBAGO COUNTIES) FOOTNOTE: .20 CENTS ADDITIONAL PER AXLE OVER 6 AXLES.....\$ 48.82	26.70
TRUCK DRIVER: 6 AXLES (CARROLL (NORTH OF ROUTE.	

#72 & EAST OF ROUTE #78), JODAVIESS (EAST OF ROUTE #78, EXCLUDING STOCKTON), STEPHENSON, AND WINNEBAGO COUNTIES) FOOTNOTE: .20 CENTS ADDITIONAL PER AXLE OVER 6 AXLES.....\$ 48.93	26.70

TEAM0330-003 06/01/2025

Rates

Fringes

TRUCK DRIVER: 2-3 AXLES (LEE (EAST OF ROUTE 251, COMPTON, LEE, PAW PAW, SCARBORO, & STEWARD), AND OGLE (NORTH OF ROUTE 72/EAST OF ROUTE 251, ADELINE, BYRON, CRESTON, DEMENT, FORRESTON NORTH OF ROUTE 72, LEAF RIVER NORTH OF ROUTE 72, LYNNVILLE, MONROE, ROCHELLE, & SCOTT) COUNTIES) FOOTNOTE: A. HEALTH AND WELFARE \$468.00 PER WEEK; PENSION \$644.34 PER WEEK LOW BOY CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. 900 STRAIGHT TIME HOURS OR MORE IN 1 CALENDAR YEAR FOR THE SAME EMPLOYER SHALL RECEIVE 1 WEEK PAID VACATION; 3 YEARS - 2 WEEKS PAID VACATION; 10 YEARS - 3 WEEKS PAID VACATION; 20 YEARS - 4 WEEKS PAID VACATION.....\$ 44.83	0.30
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TRUCK DRIVER: 4 AXLES (LEE (EAST OF ROUTE 251, COMPTON, LEE, PAW PAW, SCARBORO, & STEWARD), AND OGLE (NORTH OF ROUTE 72/EAST OF ROUTE 251, ADELINE, BYRON, CRESTON, DEMENT, FORRESTON NORTH OF ROUTE 72, LEAF RIVER NORTH OF ROUTE 72, LYNNVILLE, MONROE, ROCHELLE, & SCOTT) COUNTIES) FOOTNOTE: A. HEALTH AND WELFARE \$468.00 PER WEEK; PENSION \$644.34 PER WEEK LOW BOY CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. 900 STRAIGHT TIME HOURS OR MORE IN 1 CALENDAR YEAR FOR THE SAME EMPLOYER SHALL RECEIVE 1 WEEK PAID VACATION; 3 YEARS - 2 WEEKS PAID VACATION; 10 YEARS - 3 WEEKS PAID VACATION; 20 YEARS - 4 WEEKS PAID VACATION.....\$ 44.98	0.30
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TRUCK DRIVER: 5 AXLES (LEE (EAST OF ROUTE 251, COMPTON, LEE, PAW PAW, SCARBORO, & STEWARD), AND OGLE (NORTH OF ROUTE 72/EAST OF ROUTE 251, ADELINE, BYRON, CRESTON, DEMENT, FORRESTON NORTH OF ROUTE 72, LEAF RIVER NORTH OF ROUTE 72, LYNNVILLE, MONROE, ROCHELLE, & SCOTT) COUNTIES) FOOTNOTE: A. HEALTH AND WELFARE \$468.00 PER WEEK; PENSION \$644.34 PER WEEK LOW BOY CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. 900 STRAIGHT TIME HOURS OR MORE IN 1 CALENDAR YEAR FOR THE SAME EMPLOYER SHALL RECEIVE 1 WEEK PAID VACATION; 3 YEARS - 2 WEEKS PAID VACATION; 10 YEARS - 3 WEEKS PAID VACATION; 20 YEARS - 4 WEEKS PAID VACATION.....\$ 45.18	0.30
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TRUCK DRIVER: 6 AXLES (LEE (EAST OF ROUTE 251, COMPTON, LEE, PAW PAW, SCARBORO, & STEWARD), AND OGLE (NORTH OF ROUTE 72/EAST OF ROUTE 251, ADELINE,	
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BYRON, CRESTON, DEMENT, FORRESTON NORTH OF ROUTE 72, LEAF RIVER NORTH OF ROUTE 72, LYNNVILLE, MONROE, ROCHELLE, & SCOTT) COUNTIES) FOOTNOTE:
 A. HEALTH AND WELFARE \$468.00 PER WEEK; PENSION \$644.34 PER WEEK LOW BOY CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. 900
 STRAIGHT TIME HOURS OR MORE IN 1 CALENDAR YEAR FOR THE SAME EMPLOYER SHALL RECEIVE 1 WEEK PAID VACATION; 3 YEARS - 2 WEEKS PAID VACATION; 10 YEARS - 3 WEEKS PAID VACATION; 20 YEARS - 4 WEEKS PAID VACATION.....\$ 45.38

0.30

TEAM0371-004 05/01/2025

Rates

Fringes

TRUCK DRIVER, 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. (HENRY AND ROCK ISLAND COUNTIES).....\$ 45.35
 TRUCK DRIVER, GROUP 2 (HENRY AND ROCK ISLAND COUNTIES).....\$ 45.93
 TRUCK DRIVER, GROUP 3 (HENRY AND ROCK ISLAND COUNTIES).....\$ 46.25
 TRUCK DRIVER, GROUP 4 LOW BOY AND OIL DISTRIBUTORS. (HENRY AND ROCK ISLAND COUNTIES).....\$ 46.60
 TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (HENRY AND ROCK ISLAND COUNTIES).....\$ 47.71

25.72

25.72

25.72

25.72

25.72

TEAM0722-001 05/01/2025

Rates

Fringes

TRUCK DRIVER, 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. (BUREAU, CARROLL (WEST OF ROUTE78/SOUTH OF ROUTE 72), JODAVIESS (WEST OF ROUTE 78), LEE (WEST OF ROUTE 251), OGLE (SOUTH OF ROUTE 72/WEST OF ROUTE 251), AND WHITESIDE COUNTIES).....\$ 45.29
 TRUCK DRIVER, GROUP 2 (BUREAU, CARROLL (WEST OF ROUTE78/SOUTH OF ROUTE 72), JODAVIESS (WEST OF ROUTE 78), LEE (WEST OF ROUTE 251), OGLE (SOUTH OF ROUTE 72/WEST OF ROUTE 251), AND WHITESIDE COUNTIES).....\$ 45.88
 TRUCK DRIVER, GROUP 3 (BUREAU, CARROLL (WEST OF ROUTE78/SOUTH OF ROUTE 72), JODAVIESS (WEST OF ROUTE 78), LEE (WEST OF ROUTE 251), OGLE (SOUTH OF ROUTE 72/WEST OF ROUTE 251), AND WHITESIDE COUNTIES).....\$ 46.15
 TRUCK DRIVER, GROUP 4 LOW BOY AND OIL DISTRIBUTORS. (BUREAU, CARROLL (WEST OF ROUTE78/SOUTH OF ROUTE

25.42

25.42

25.42

72), JODAVIESS (WEST OF ROUTE 78), LEE (WEST OF ROUTE 251), OGLE (SOUTH OF ROUTE 72/WEST OF ROUTE 251), AND WHITESIDE COUNTIES).....\$ 46.54	25.42
TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (BUREAU, CARROLL (WEST OF ROUTE78/SOUTH OF ROUTE 72), JODAVIESS (WEST OF ROUTE 78), LEE (WEST OF ROUTE 251), OGLE (SOUTH OF ROUTE 72/WEST OF ROUTE 251), AND WHITESIDE COUNTIES).....\$ 47.64	25.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

State: Illinois

Construction Types: Heavy

Counties: Illinois Counties of
Adams, Alexander, Bond, Boone, Brown,
Bureau, Calhoun, Carroll, Cass,
Champaign, Christian, Clark, Clay,
Clinton, Coles, Cook, Crawford,
Cumberland, De Kalb, De Witt, Douglas,
Du Page, Edgar, Edwards, Effingham,
Fayette, Ford, Franklin, Fulton,
Gallatin, Greene, Grundy, Hamilton,
Hancock, Hardin, Henderson, Henry,
Iroquois, Jackson, Jasper, Jefferson,
Jersey, Jo Daviess, Johnson, Kane,
Kankakee, Kendall, Knox, La Salle, Lake,
Lawrence, Lee, Livingston, Logan, Macon,
Macoupin, Madison, Marion, Marshall,
Mason, Massac, McDonough, McHenry,
McLean, Menard, Mercer, Monroe,
Montgomery, Morgan, Moultrie, Ogle,
Peoria, Perry, Piatt, Pike, Pope,
Pulaski, Putnam, Randolph, Richland,
Rock Island, Saline, Sangamon, Schuyler,
Scott, Shelby, St Clair, Stark,
Stephenson, Tazewell, Union, Vermilion,
Wabash, Warren, Washington, Wayne,
White, Whiteside, Will, Williamson,
Winnebago and Woodford

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN
DREDGING AND MARINE CONSTRUCTION Dredging and Marine Construction Projects:
Floating/land Equipment (including but not limited to all remote control, autonomous and
semi-autonomous operations) engaged in clamshell, excavator, hydraulic dredging (including
pipe assembly and/or disassembling for marine dredging) , and dragline dredging, assembly and
disassembly of all cranes, marine construction, diving, surveying, bridges, salvage operations and
cranes, loaders, dozers, or off road trucks, tugs, truck-able tugs, all boats (when performing
marine work including transportation and delivery of personnel and materials), excavators, all
winches, welding on equipment and its tooling, or other equipment used for disposal/handling
of dredge spoils or marine construction materials on land at the slip or dock, at the project site,
laydown yard, where the above material/spoils is being handled, and all equipment utilized on
break wall/breakwater structures when aforementioned equipment is used on the Great Lakes,
islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock
at Lockport, Illinois (all work performed on Lockport Lock, to include Exciter Bay), the New York
State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego,
New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway
23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary
near St. Regis, New York. Extends to and covers all points up until where a Tug/Work Boat/Barge
or similar vessel can no longer be floated up the tributary. Also includes demolition of a structure
and/or dredging and diversion be performed which enables the Tug/Work Boat/Barge to further
navigate the tributary.

1 05/18/2026
2 06/17/2026

SUIL2003-001 06/01/2025

	Rates	Fringes
DREDGING: (FIREMAN, OILER, DECKHAND, & SCOWMAN (WITH DIPPER, HYDRAULIC OR OTHER FLOATING EQUIPMENT ENGAGED IN HYDRAULIC AND DIPPER DREDGING OPERATIONS) PIPELINE MEN (BOTH AFLOAT & ASHORE INCLUDING LOADING, UNLOADING, MAINTAINING, AND HANDLING PIPELINES FOR HYDRAULIC DREDGES AND SANDBOATS RANGEMAN, TANKERMAN, SWEEPMAN AND SERVICE TRUCK DRIVER).....	\$ 22.51	7.61
DREDGING: (LEAD DECKHAND) PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: a. \$30.10 per day per employee for medical b. Eight paid holidays: A thru H.....	\$ 29.68	7.61
HYDRAULIC DREDGING: LAUNCH OPERATOR - VESSEL 800 HORSE- POWER OR LESS PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: a. \$30.10 per day per employee for medical b. Eight paid holidays: A thru H.....	\$ 25.15	7.61
HYDRAULIC DREDGING: TUG ENGINEER PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: a. \$30.10 per day per employee for medical b. Eight paid holidays: A thru H.....	\$ 26.49	7.61
HYDRAULIC DREDGING: TUG OPERATOR - VESSEL OVER 800 HORSE-POWER PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: a. \$30.10 per day per employee for medical b. Eight paid holidays: A thru H.....	\$ 26.49	7.61
HYDRAULIC DREDGING: TUG WORKERS: FIREMAN, LINEMAN, OILER, DECKHAND, TANKERMAN. SCOWMAN, (ON/OR WITH TUGBOATS, LAUNCHES, OR OTHER SELF-PROPELLED BOATS) PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: a. \$30.10 per day per employee for medical b. Eight paid holidays: A thru H.....	\$ 22.51	7.61
MECHANIC (UNDEFINED) (FLOATING EQUIPMENT: OHIO)....	\$ 0.00	0.00
MECHANIC (UNDEFINED) (FLOATING EQUIPMENT:.....)	\$ 0.00	0.00
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: NEW YORK:(ALBANY, HERKIMER, MONTGOMERY, SARATOGA AND SCHENECTADY COUNTIES)).....	\$ 67.40	33.55
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: NEW YORK:(CATTARAUGUS, CHAUTAUGA, ERIE, NIAGARA AND ORLEANS COUNTIES)).....	\$ 56.00	36.81
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: NEW YORK:(CAYUGA, JEFFERSON, MADISON, ONEIDA, OSWEGO AND ST. LAWRENCE COUNTIES)).....	\$ 65.75	33.40
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT:		

NEW YORK:(MONROE, ONTARIO AND WAYNE COUNTIES AND THE CITY OF ROCHESTER)).....\$ 65.20	35.75
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: OHIO:(ASHTABULA, CUYAHOGA, ERIE, LAKE, AND LORAIN COUNTIES)).....\$ 55.95	16.81
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: OHIO:(LUCAS, HENRY, OTTAWA, WOOD AND SANDUSKY COUNTIES)).....\$ 54.25	16.81
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: PENNSYLVANIA:(ERIE COUNTY):).....\$ 53.00	24.21
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: WISCONSIN:INCLUDES ALL MARINE/FLOATING TYPE WORK ON PROJECTS IN THE SUPERIOR/DULUTH HARBOR, LAKE SUPERIOR.).....\$ 57.15	30.38
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: ILLINOIS) Class I - Master Mechanic - assist and direct PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 73.95	51.10
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: INDIANA) Class I - Master Mechanic - assist and direct PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 57.90	43.80
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: MICHIGAN) Class I - Master Mechanic - assist and direct PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 53.00	33.02
MECHANIC (UNDEFINED): CLASS I (FLOATING EQUIPMENT: MINNESOTA) Class I - Master Mechanic - assist and direct PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES:	

b. Eight paid holidays: A thru H c.
Hazardous/Toxic Waste Material: *Level A \$2.50 per
hour *Level B 2.00 per hour *Level C
1.00 per hour *Level D 0.50 per hour

Such wages shall be above the classifications of
work listed under mechanical dredging and Marine
construction of this general wage decision.

*Working with Hazardous Waste at this level as
defined by the U. S. Enviromental Protection

Agency.....\$ 57.80 29.50

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: NEW YORK:(ALBANY, HERKIMER, MONTGOMERY,
SARATOGA AND SCHENECTADY COUNTIES)).....\$ 65.90 33.55

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: NEW YORK:(CATTARAUGUS, CHAUTAUGA, ERIE,
NIAGARA AND ORLEANS COUNTIES)).....\$ 54.50 36.81

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: NEW YORK:(CAYUGA, JEFFERSON, MADISON,
ONEIDA, OSWEGO AND ST. LAWRENCE COUNTIES)).....\$ 64.25 33.40

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: NEW YORK:(MONROE, ONTARIO AND WAYNE
COUNTIES AND THE CITY OF ROCHESTER)).....\$ 63.70 35.75

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: OHIO:(ASHTABULA, CUYAHOGA, ERIE, LAKE,
AND LORAIN COUNTIES)).....\$ 54.45 16.81

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: OHIO:(LUCAS, HENRY, OTTAWA, WOOD AND
SANDUSKY COUNTIES)).....\$ 52.75 16.81

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: PENNSYLVANIA:(ERIE COUNTY):).....\$ 51.50 24.21

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: WISCONSIN:INCLUDES ALL MARINE/FLOATING
TYPE WORK ON PROJECTS IN THE SUPERIOR/DULUTH
HARBOR, LAKE SUPERIOR.).....\$ 55.65 30.38

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: ILLINOIS) Class II-A Crane/Backhoe
Operator, 70 Ton or over Tug Operator,
Mechanic/Welder, assistant engineer(hydraulic
dredge), leverman (hydraulic dredge), diver tender

PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL
DAY C- INDEPENDENCE DAY D- LABOR DAY E-
THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S
DAY H- VETERANS DAY. FOOTNOTES: b. Eight

paid holidays: A thru H c. Hazardous/Toxic Waste
Material: *Level A \$2.50 per hour *Level B
2.00 per hour *Level C 1.00 per hour

*Level D 0.50 per hour Such wages shall be
above the classifications of work listed under
mechanical dredging and Marine construction of this
general wage decision.

*Working with Hazardous
Waste at this level as defined by the U. S.

Enviromental Protection Agency.....\$ 72.45 51.10

MECHANIC (UNDEFINED): CLASS II-A (FLOATING
EQUIPMENT: INDIANA) Class II-A Crane/Backhoe
Operator, 70 Ton or over Tug Operator,
Mechanic/Welder, assistant engineer(hydraulic
dredge), leverman (hydraulic dredge), diver tender

PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL
DAY C- INDEPENDENCE DAY D- LABOR DAY E-
THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S
DAY H- VETERANS DAY. FOOTNOTES: b. Eight

paid holidays: A thru H c. Hazardous/Toxic Waste
Material: *Level A \$2.50 per hour *Level B
2.00 per hour *Level C 1.00 per hour

*Level D 0.50 per hour Such wages shall be

above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 56.40 43.80

MECHANIC (UNDEFINED): CLASS II-A (FLOATING EQUIPMENT: MICHIGAN) Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 51.50 33.02

MECHANIC (UNDEFINED): CLASS II-A (FLOATING EQUIPMENT: MINNESOTA) Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver tender PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 56.30 29.50

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: NEW YORK:(ALBANY, HERKIMER, MONTGOMERY, SARATOGA AND SCHENECTADY COUNTIES)).....\$ 68.90 33.55

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: NEW YORK:(CATTARAUGUS, CHAUTAUGA, ERIE, NIAGARA AND ORLEANS COUNTIES)).....\$ 57.50 36.81

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: NEW YORK:(CAYUGA, JEFFERSON, MADISON, ONEIDA, OSWEGO AND ST. LAWRENCE COUNTIES)).....\$ 67.25 33.40

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: NEW YORK:(MONROE, ONTARIO AND WAYNE COUNTIES AND THE CITY OF ROCHESTER)).....\$ 66.70 35.75

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: OHIO:(ASHTABULA, CUYAHOGA, ERIE, LAKE, AND LORAIN COUNTIES)).....\$ 57.45 16.81

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: OHIO:(LUCAS, HENRY, OTTAWA, WOOD AND SANDUSKY COUNTIES)).....\$ 55.75 16.81

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: PENNSYLVANIA:(ERIE COUNTY):).....\$ 54.50 24.21

MECHANIC (UNDEFINED): CLASS II-B (FLOATING EQUIPMENT: WISCONSIN:INCLUDES ALL MARINE/FLOATING TYPE WORK ON PROJECTS IN THE SUPERIOR/DULUTH HARBOR, LAKE SUPERIOR.).....\$ 58.65 30.38

MECHANIC (UNDEFINED): CLASS II-B (FLOATING
EQUIPMENT: ILLINOIS) Class II-B Friction, Lattice
Boom, or any Crane Certifications PAID HOLIDAYS
(WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL
DAY C- INDEPENDENCE DAY D- LABOR DAY E-
THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S
DAY H- VETERANS DAY. FOOTNOTES: b. Eight
paid holidays: A thru H c. Hazardous/Toxic Waste
Material: *Level A \$2.50 per hour *Level B
2.00 per hour *Level C 1.00 per hour
*Level D 0.50 per hour Such wages shall be
above the classifications of work listed under
mechanical dredging and Marine construction of this
general wage decision. *Working with Hazardous
Waste at this level as defined by the U. S.
Enviromental Protection Agency.....\$ 75.45 51.10

MECHANIC (UNDEFINED): CLASS II-B (FLOATING
EQUIPMENT: INDIANA) Class II-B Friction, Lattice
Boom, or any Crane Certifications PAID HOLIDAYS
(WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL
DAY C- INDEPENDENCE DAY D- LABOR DAY E-
THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S
DAY H- VETERANS DAY. FOOTNOTES: b. Eight
paid holidays: A thru H c. Hazardous/Toxic Waste
Material: *Level A \$2.50 per hour *Level B
2.00 per hour *Level C 1.00 per hour
*Level D 0.50 per hour Such wages shall be
above the classifications of work listed under
mechanical dredging and Marine construction of this
general wage decision. *Working with Hazardous
Waste at this level as defined by the U. S.
Enviromental Protection Agency.....\$ 59.40 43.80

MECHANIC (UNDEFINED): CLASS II-B (FLOATING
EQUIPMENT: MICHIGAN) Class II-B Friction, Lattice
Boom, or any Crane Certifications PAID HOLIDAYS
(WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL
DAY C- INDEPENDENCE DAY D- LABOR DAY E-
THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S
DAY H- VETERANS DAY. FOOTNOTES: b. Eight
paid holidays: A thru H c. Hazardous/Toxic Waste
Material: *Level A \$2.50 per hour *Level B
2.00 per hour *Level C 1.00 per hour
*Level D 0.50 per hour Such wages shall be
above the classifications of work listed under
mechanical dredging and Marine construction of this
general wage decision. *Working with Hazardous
Waste at this level as defined by the U. S.
Enviromental Protection Agency.....\$ 54.50 33.02

MECHANIC (UNDEFINED): CLASS II-B (FLOATING
EQUIPMENT: MINNESOTA) Class II-B Friction,
Lattice Boom, or any Crane Certifications PAID
HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B-
MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E-
THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S
DAY H- VETERANS DAY. FOOTNOTES: b. Eight
paid holidays: A thru H c. Hazardous/Toxic Waste
Material: *Level A \$2.50 per hour *Level B
2.00 per hour *Level C 1.00 per hour
*Level D 0.50 per hour Such wages shall be
above the classifications of work listed under
mechanical dredging and Marine construction of this
general wage decision. *Working with Hazardous
Waste at this level as defined by the U. S.
Enviromental Protection Agency.....\$ 59.30 29.50

MECHANIC (UNDEFINED): CLASS III (FLOATING

EQUIPMENT: NEW YORK:(ALBANY, HERKIMER, MONTGOMERY, SARATOGA AND SCHENECTADY COUNTIES)).....\$ 61.40	33.55
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: NEW YORK:(CATTARAUGUS, CHAUTAUGA, ERIE, NIAGARA AND ORLEANS COUNTIES)).....\$ 50.00	36.81
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: NEW YORK:(CAYUGA, JEFFERSON, MADISON, ONEIDA, OSWEGO AND ST. LAWRENCE COUNTIES)).....\$ 59.75	33.40
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: NEW YORK:(MONROE, ONTARIO AND WAYNE COUNTIES AND THE CITY OF ROCHESTER)).....\$ 59.20	35.75
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: OHIO:(ASHTABULA, CUYAHOGA, ERIE, LAKE, AND LORAIN COUNTIES)).....\$ 49.95	16.81
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: OHIO:(LUCAS, HENRY, OTTAWA, WOOD AND SANDUSKY COUNTIES)).....\$ 48.25	16.81
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: PENNSYLVANIA:(ERIE COUNTY):).....\$ 47.00	24.21
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: WISCONSIN:INCLUDES ALL MARINE/FLOATING TYPE WORK ON PROJECTS IN THE SUPERIOR/DULUTH HARBOR, LAKE SUPERIOR.).....\$ 51.15	30.38
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: ILLINOIS) Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc. PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 67.95	51.10
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: INDIANA) Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc. PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 51.90	43.80
MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: MICHIGAN) Class III - Deck Equipment	

Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc. PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 47.00 33.02

MECHANIC (UNDEFINED): CLASS III (FLOATING EQUIPMENT: MINNESOTA) Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc. PAID HOLIDAYS (WHERE APPLICABLE): A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY. FOOTNOTES: b. Eight paid holidays: A thru H c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour *Level C 1.00 per hour *Level D 0.50 per hour Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.....\$ 51.80 29.50

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: NEW YORK:(ALBANY, HERKIMER, MONTGOMERY, SARATOGA AND SCHENECTADY COUNTIES)).....\$ 56.90 33.55

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: NEW YORK:(CATTARAUGUS, CHAUTAUGA, ERIE, NIAGARA AND ORLEANS COUNTIES)).....\$ 45.50 36.81

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: NEW YORK:(CAYUGA, JEFFERSON, MADISON, ONEIDA, OSWEGO AND ST. LAWRENCE COUNTIES)).....\$ 55.25 33.40

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: NEW YORK:(MONROE, ONTARIO AND WAYNE COUNTIES AND THE CITY OF ROCHESTER)).....\$ 54.70 35.75

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: OHIO:(ASHTABULA, CUYAHOGA, ERIE, LAKE, AND LORAIN COUNTIES)).....\$ 45.45 16.81

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: OHIO:(LUCAS, HENRY, OTTAWA, WOOD AND SANDUSKY COUNTIES)).....\$ 43.75 16.81

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: PENNSYLVANIA:(ERIE COUNTY):).....\$ 42.50 24.21

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: WISCONSIN:INCLUDES ALL MARINE/FLOATING TYPE WORK ON PROJECTS IN THE SUPERIOR/DULUTH HARBOR, LAKE SUPERIOR.).....\$ 46.65 30.38

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: ILLINOIS) Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment

units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator. PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY.

FOOTNOTES: b. Eight paid holidays: A thru H
c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour
*Level C 1.00 per hour *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.....\$ 63.45

51.10

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: INDIANA) Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator. PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY.

FOOTNOTES: b. Eight paid holidays: A thru H
c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour
*Level C 1.00 per hour *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.....\$ 47.40

43.80

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: MICHIGAN) Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator. PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY G- PRESIDENT'S DAY H- VETERANS DAY.

FOOTNOTES: b. Eight paid holidays: A thru H
c. Hazardous/Toxic Waste Material: *Level A \$2.50 per hour *Level B 2.00 per hour
*Level C 1.00 per hour *Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.....\$ 42.50

33.02

MECHANIC (UNDEFINED): CLASS IV (FLOATING EQUIPMENT: MINNESOTA) Class IV - Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator. PAID HOLIDAYS: A- NEW YEAR'S DAY B- MEMORIAL DAY C- INDEPENDENCE DAY

D- LABOR DAY E- THANKSGIVING DAY F- CHRISTMAS DAY
G- PRESIDENT'S DAY H- VETERANS DAY.

FOOTNOTES: b. Eight paid holidays: A thru H
c. Hazardous/Toxic Waste Material: *Level A \$2.50
per hour *Level B 2.00 per hour
*Level C 1.00 per hour *Level D 0.50 per
hour

Such wages shall be above the
classifications of work listed under mechanical
dredging and Marine construction of this general
wage decision. *Working with Hazardous Waste at
this level as defined by the U. S. Environmental
Protection Agency.....\$ 47.30

29.50

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least \$13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
rate is a union rate (current union negotiated rate), a survey
rate, a weighted union average rate, a state adopted rate, or a
supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **❖SU❖**, **❖UAVG❖**, **❖SA❖**, or **❖SC❖** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **❖SU❖** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

❖SU❖ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **❖SA❖** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION

..

[NOT REQUIRED]
MAJOR ITEMS OF EQUIPMENT

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

NO.	DESCRIPTION	MANUFACTURER OR SUPPLIER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

STATEMENT OF BIDDER'S QUALIFICATIONS

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. List water main construction projects greater than \$500,000 completed within the last ten (10) years. *(Include reference contact and phone number.)*
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List your major equipment that will be made available for this contract.
11. State your experience in construction work similar in importance to this project.
12. List the background and experience of the principal members of your organization, including the officers. Also include resumes of the key individuals who will be assigned to this project.
13. Indicate the present amount of credit available to you: \$ _____
14. Please provide a bank credit reference: _____
15. The undersigned hereby authorizes and requests any person, firm or corporation for furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

By: _____

Title: _____

_____ being duly sworn, deposes and says that he/she 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 _____, _____.

My Commission expires _____, _____.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. 1.The CONTRACTOR will commence and complete the construction of:

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within _____ calendar days after the date of the NOTICE TO PROCEED substantially complete the PROJECT by _____ (or _____ consecutive calendar days thereafter), and fully complete the PROJECT by _____ (or _____ consecutive calendar days thereafter) unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT FOR BIDS
 - B. INFORMATION FOR BIDDERS
 - C. BID
 - D. BID BOND
 - E. AGREEMENT
 - F. PAYMENT BOND
 - G. PERFORMANCE BOND
 - H. NOTICE OF AWARD
 - I. NOTICE TO PROCEED
 - J. CHANGE ORDER

K. DRAWINGS

Prepared by: Chamlin & Associates, Inc.

Numbered: 1 through

Dated:

L. SPECIFICATIONS prepared or issued by: Chamlin & Associates, Inc.

Dated:

M. ADDENDA:

No. , dated
 No. , dated
 No. , dated

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.
7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (quintuplicate) each of which shall be deemed an original on the date first above written.

OWNER:

By:

Signature

(Please Type)

Name:

Title:

Address:

(SEAL)

ATTEST:

Signature

Name:

Title:

CONTRACTOR:

By:

Signature

(Please Print)

Name:

Title:

Address:

(SEAL)

ATTEST:

Signature

Name:

Title:

ATTACHMENT TO AGREEMENT

1. It is understood that work under this contract shall be performed in accordance with the "Standard General Conditions of the Construction Contract" enclosed herein.
2. **Payment Procedures.** CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Application for Payment will be processed by ENGINEER as provided in the General Conditions.

2.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of the CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 1st day of each month during construction as provided in paragraphs 2.1.1 and 2.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

2.1.1 Prior to Substantial Completion, progress payments made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 15 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 49% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of the ENGINEER, may determine that as long as the character and progress of the Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).

2.1.2 Upon 50% Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price (with the

balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 15 of the General Conditions.

- 2.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 15.

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the 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, 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 _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

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 he or she 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 hereunder 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 the contract or to the WORK or to the SPECIFICATIONS.

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.

IN WITNESS WHEREOF, this instrument is executed in 4 or 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

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.

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.

IN WITNESS WHEREOF, this instrument is executed in 4 or 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

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.

NOTICE OF INTENT TO AWARD**To:****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 your BID will be accepted, contingent upon Illinois Environmental Protection Agency (Illinois EPA) approval, for items in the amount of _____.

You will be 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 final Notice to be sent upon Illinois EPA approval, to you.

Dated this day of _____

(OWNER)

By: _____

Title: _____

NOTICE OF AWARD

To:

**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 your BID has been accepted for items in the amount of _____.

You will be 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 this notice to you.

If you fail to execute said Agreement and to furnish said BONDS within 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 _____

(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20____.

By: _____

Title: _____

NOTICE TO PROCEED**To:****Date:****Project:**

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 _____.

(OWNER)**By:** _____**Title:** _____**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the _____ day of _____, 20____.

By: _____**Title:** _____

CHANGE ORDER NO.: _____

Date of Issuance: _____

Effective Date: _____

Project:	Owner:	Owner's Contact:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description/Justification:

Attachments (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: _____	Original Contract Times: ☐ Working Days ☐ Calendar Days Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
[Increase][Decrease] from previously approved Change Orders No. _____ to No. _____: _____	[Increase][Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
Contract Price prior to this Change Order: _____	Contract Times prior to this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
[Increase][Decrease] of this Change Order: _____	[Increase][Decrease] of this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
Contract Price incorporating this Change Order: _____	Contract Times with all approved Change Orders: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____

RECOMMENDED:By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to state assisted construction contracts and related subcontracts exceeding \$10,000.)

The state assisted construction contractor certifies that he or she does not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The state assisted construction contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The state assisted construction contractor agrees that a breach of this certification is a violation of 44 Ill. Admin. Code 750, Appendix A – Equal Employment Opportunity Clause; 35 Ill. Admin. Code 360.304 – Equal Opportunity (for state assisted construction grants); and Illinois Procurement Code (30 ILCS 500), which incorporates IDHR nondiscrimination obligations.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest 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 based on race, creed, color, or national origin, because of habit, local custom or otherwise. The state assisted construction contractor agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions indicated above and that they will retain such certification in their files.

Signature

Date

Name and Title of Signatory (Please type)

Firm Name (Please type)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of applicant)

involving funds or credit of the Illinois State or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Illinois Human Rights Act (IHRA), the Illinois Procurement Code, Illinois Business Enterprise Program (BEP), the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT,
ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING
EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Name of Organization: _____

Signature: _____

Name & Title of Signatory: _____

Date: _____

Project Number

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
SPRINGFIELD, ILLINOIS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

In accordance with federal Executive Order 12549, the prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

☐ I am unable to certify the above statements. My explanation is attached.

CONSTRUCTION CONTRACTS OF LOAN RECIPIENT AND OTHER SECTIONS FROM "PROCEDURES FOR ISSUING LOANS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM"

SECTION 662.420(b)(2) CHANGE ORDERS

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
 - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

SECTION 662.620(f) REQUIRED CONSTRUCTION CONTRACT PROVISIONS

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
 - A) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 662.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
 - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
 - C) Audits shall be in accordance with auditing standards generally accepted in the United States.
 - D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters Form showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) Build America Buy America

If applicable, the contractor shall be required to comply with the requirements of the BABA Act.

8) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

9) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

SECTION 662.620(g) SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

SECTION 662.620(h) CONTRACTOR BANKRUPTCY

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

SECTION 662.620(i) ACCESS

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

SECTION 662.640(c) REMEDIES

All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

BIDDER CERTIFICATION
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I _____, do hereby certify that:
 (Name)

1. I am _____ of the _____
 (Position) (Firm)
 and have authority to execute this certification on behalf of the firm
2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20_____, before me appeared
 (Day Number) (Month) (Year)
 _____ to me personally known, who,
 (Name)
 being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by
 _____ to execute the affidavit and did so as
 (Name of Firm)
 his or her free act and deed.

Notary Public: _____ **Commission Expires:** _____

Notary Seal:

SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NAME OF LOAN RECIPIENT: Village of DePue

1) DISADVANTAGED BUSINESS ENTERPRISE POLICY

- A) It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B) These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) Village of DePue's policy and procedures for complying with these requirements.
- C) As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

2) PRE-CONTRACT AWARD OBLIGATIONS

- A) All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B) To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C) (Name of Loan Recipient) Village of DePue's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

3) EVALUATION OF DISADVANTAGED BUSINESS UTILIZATION AND AFFIRMATION EFFORTS

- A) As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) Village of DePue's disadvantaged business policy, ALL bidders shall provide the following with its bid:
 - i) Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

- ii) "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

- iii) List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
- iv) List of disadvantaged businesses not being utilized and justification for non-utilization.

- v) If DBE subcontractors will be utilized for the project, a completed and signed copy of Illinois EPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
- vi) If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
- vii) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (i-vii) above may cause rejection of the bid as non-responsive.

4) SANCTIONS

- A) The (Name of Loan Recipient) Village of DePue has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B) Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 - i) Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.
 - ii) Disallow all contract costs associated with non-compliance.
 - iii) Refer matters which may be fraudulent to the Illinois Attorney General.

5) POST-CONTRACT AWARD COMPLIANCE

- A) As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B) After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C) After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

SUGGESTED DISADVANTAGED BUSINESS (DBE) ADVERTISEMENT FOR CONSTRUCTION CONTRACTORS

NOTICE TO DISADVANTAGED BUSINESSES

_____, _____, _____, is
 (Name of Company) (Address of Company) (Phone Number)
 seeking disadvantaged businesses for the _____
 (Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
 _____ to discuss the subcontracting opportunities.
 (Company Contact Person)

All negotiations must be completed prior to bid opening _____
 (Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

SUMMARY REPORT OF DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS FOR CONTRACTORS

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use Illinois EPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company
Name of Owners
Address of Company
E-mail Address of Company
Telephone Number
Date of Proposal
Type of Business
Type of DBE
Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use Illinois EPA DBE Form #1).
- 4) Completed and signed copies Illinois EPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (Illinois EPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (Illinois EPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in Illinois EPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

DATE: _____

Illinois EPA Disadvantaged Business Enterprise (DBE) Program Form #3

Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name		
Contact Person's Name & Title			
Address			
Telephone	Email		
DBE Certified By:	Select all that apply. At least one is required: MBE WBE SBE DBE		
Prime Contractor Name			
Type of Work to be Performed			Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

Illinois EPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List

(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, etc.)	DBE Status (MBE, WBE, DBE, SBE)
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐

**BIDDER CERTIFICATION REGARDING THE USE OF
IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS
PRODUCED IN THE UNITED STATES
(BUILD AMERICA, BUY AMERICA ACT)**

I _____, do hereby certify that:
(Name)

1. I am _____ (title) of the _____
(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.
3. I understand the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

REQUIREMENTS SPECIFIC TO BUY AMERICA, BUILD AMERICA ACT (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois’ Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA’s website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

CONSTRUCTION MATERIALS includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

CONSTRUCTION MATERIALS does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

REQUIREMENTS SPECIFIC TO IRON AND STEEL

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/american-iron-and-steel/american-iron-and-steel-requirements.html>.

RECORDKEEPING AND DOCUMENTING THE COUNTRY OF ORIGIN FOR IRON, STEEL, MANUFACTURED PRODUCTS, & CONSTRUCTION MATERIALS USED IN LOAN FUNDED PROJECTS

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were USA made”.

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

SAMPLE CERTIFICATION LETTER

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: Build America, Buy America Act Step Certification for Project (Identify Project Here xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project are in full compliance with the federal Build America, Buy America Act requirements as required in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

ILLINOIS WORKS JOBS PROGRAM ACT – APPRENTICESHIP INITIATIVE INFORMATION FOR CONTRACTORS

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the [Illinois Works Apprenticeship Initiative](https://dceo.illinois.gov/illinoisworks.html), the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website: <https://dceo.illinois.gov/illinoisworks.html>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to Illinois EPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

In July 2023, Governor Pritzker signed into law a new legislated goal that will increase opportunities for graduates, strengthen the pipeline for the program, and more seamlessly integrate the pre-apprenticeship programs into existing apprenticeship goals. The new legislative updates require that (5%), half of the (10%) goal of the apprenticeship hours for each classification must be performed by apprentices who graduated from the Illinois Works Pre-apprenticeship, Climate Works Pre-apprenticeship, or IDOT Highway Construction Careers programs.

Certification: Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

APPLICABILITY

If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state's contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state's contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000: The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the Illinois EPA website at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/drinking-water-loans.html> or <https://dceo.illinois.gov/illinoisworks/apprenticeship.html>.

Reporting: An example quarterly reporting form is attached. A fillable version is available on the Illinois EPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

For general apprenticeship questions, please contact the Illinois Works Office at: CEO.ILWorks@Illinois.gov.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

Organization Name:		FEIN Number:		DUNS/Unique Entity ID Number:	
Grant/Loan Awarding Agency:		Construction Start Date:		Construction End Date:	
Grant/Loan Number:		Project Number:		Estimated Total State Contribution:	
Estimated Total Project Costs:					(including all appropriated funds)

REPORTING PERIOD:

Period Start Date: Period End Date:

APPLICABLE APPRENTICESHIP GOAL (SELECT ALL THAT APPLY):

☐ 10% Total Project Cost

☐ 10% Total State Contribution Only

☐ Waiver Approved by IL DCEO

IL DCEO Waiver Approval Date: _____

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO

IL DCEO Reduction Approval Date: _____

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

[illegible][illegible]

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

As you work towards meeting the 10% apprenticeship goal, you will have to follow the new statutorily mandated Illinois Works compliance requirement (per State Legislative update (30ILCS559/20-20(a)(2)) where half of the 10% apprenticeship goal for each wage classification is to be performed by apprentices who are graduates from the Illinois Works Pre-Apprenticeship Program, Climate Works Pre-Apprenticeship Program, or Highway Construction Career Program (graduates of one of the programs or a combination of graduates from the programs can be used for compliance).

Please provide information in Chart 1 for the apprentices who are graduates of the Illinois Works Pre-Apprenticeship Program, Climate Works Pre-Apprenticeship Program, or Highway Construction Career Program and their contributions to the project. Ideally, the last four digits of their Social Security number, and ID number; however, at a minimum, the ID number must be provided.

[illegible]

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

[illegible]

Please provide information in Chart 2 Part A & B for the Apprentices who are graduates from the Illinois Works Pre-Apprenticeship Program, Climate Works Pre-Apprenticeship Program, or Highway Construction Careers Program and their contributions to the project.

[illegible]

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

[illegible]

ILLINOIS WORKS APPRENTICESHIP INITIATIVE

PERIODIC REPORT

[illegible]

ILLINOIS WORKS APPRENTICESHIP INITIATIVE

PERIODIC REPORT

[illegible]

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

Organization Certification and State Agency Acknowledgement

1. Organization Certification

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my contract, grant, and loan award(s).

Institution/Organization Name

Printed Name (Executive Director or equivalent)

Title (Executive Director or equivalent)

Signature (Executive Director or equivalent)

Date/Time Field

2. State Agency Acknowledgement

State Agency

Printed Name

Title

Signature

Date/Time Field

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", "Standard Specifications for Water and Sewer Main Construction in Illinois" latest edition, and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

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 Division of Highways included herein shall mean the latest copy 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 provisions or the plan documents shall be covered by the above-mentioned Standard Specifications.

CLARIFICATION OF CONTRACT DOCUMENTS

Any Bidder in doubt as to the true meaning of any part of the contract documents shall address all questions to the Engineer before the bid opening.

CONTRACT TIME

The Contractor shall achieve Substantial Completion of all Contract Work by November 2, 2027. Final completion, including completion of all punch list items and submission of all documents required for final payment, shall be achieved by November 30, 2027. If the Contractor fails to achieve Substantial Completion by November 2, 2027, the Contractor shall be liable for and shall pay to the Owner liquidated damages, the sum of \$200 for each consecutive calendar day thereafter.

CONSTRUCTION DOCUMENTATION

The Contractor shall maintain photographic documentation of each water service replacement. At a minimum, photographs shall be taken after the existing water service has been uncovered and prior to replacement, and after the new water service has been installed, prior to backfilling. Photographs shall clearly identify the location of the service, the existing service material, and the completed installation. Photographs shall be made available to the Engineer upon request throughout construction and shall be submitted electronically upon completion of the project. The Contractor's request for final payment will not be approved until all required photographic documentation has been delivered to the Engineer.

Photographic documentation shall be considered incidental to the Contract, and no separate payment will be made

TRAFFIC CONTROL AND PROTECTION

701.01 Description. This work shall be performed in accordance with Section 701 of the Standard Specifications, and any Highway Standards contained herein with the following clarifications.

Special attention is called to Articles 107.09 and 107.14 and the following Highway Standards relating to traffic control:

- 701101 Off- Rd Operations, Multilane, 4.5 m (15') to 600 mm (24") From Pavement Edge
- 701301 Lane Closure, 2L, 2W, Short Time Operations
- 701501 Urban Lane Closure 2-lane, 2-way, Undivided
- 701801 Urban Lane Closure Crosswalk or Sidewalk Closure
- 701901 Traffic Control Devices

701.04 General. Add the following:

The Contractor shall make frequent inspections of the worksite. Any traffic control items that are worn, damaged or are inoperative to the extent that they no longer meet these specifications or that have been displaced shall be repaired or removed and replaced. Traffic control items shall be properly installed and operational 24 hours-a-day, 7 days a week. The Contractor shall respond to requests from the City to correct traffic control deficiencies within 4 hours of the request. If specification is not met within 4 hours of notice, the City will take whatever action it may deem necessary to bring the traffic control within specification and deduct all costs (actual and incurred) from amounts due the Contractor.

The Contractor shall maintain at least one lane of traffic for local and emergency use at all times. Entrances to driveways and side roads shall also be maintained as indicated in the special provision for Temporary Access (Private Entrance), or Temporary Access (Road), as the case may be.

All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 702001.

Temporary Stop signs shall be included in the cost of this item and not paid for separately.

701.19 Method of Measurement. Add the following: No compensation for any delays that may be caused the Contractor in complying with this special provision shall be made.

701.20 Basis of Payment. This work shall be paid for at the contract lump sum price for Traffic Control and Protection, less monies deducted for non-compliance with Section 701.

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. The location of the existing underground utilities as shown on the plans are based on the available evidence provided to the Engineer. There may be other existing underground utilities that are not shown on the plans. The Engineer does not guarantee that the locations as shown on the plans are accurate or that all the utilities are shown.

Protect from damage all existing sewer, water, gas, electric, or other services that are to remain. Any damage to utilities shall be repaired by this Contractor at no additional expense to the Owner. Marking the locations of existing water main will be performed, to the best of their ability, by the Water Department. Prior notification and coordination with the Water Department is the responsibility of the Contractor. Locations provided by the Owner will be approximate, and the Contractor will be required to verify locations provided. Any locations provided by the Owner, or if any lines are not located by the Owner, will not relieve the Contractor of his responsibilities to protect these lines. No additional payment will be made for repairs to the lines, or for down time waiting for locations or excavation to find the lines or mains. The ultimate responsibility for location of water mains will rest with the Contractor. Prospective bidders are urged to determine in advance what steps will be necessary in order to make arrangements for temporary or permanent relocation of existing underground utilities. The Owner will not be responsible for moving or causing to be moved any such utilities but rather provisions must be made for this work to be performed either by the Contractor or by the utility company involved.

The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify a responsible official from the organization operating the utility.

The Contractor shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The Contractor shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the Owner to mark the location of underground utilities. In the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify a responsible official from the organization operating the utility.

The Contractor shall note that all representation of existing utilities within the Contract Documents is for informational purposes only and shall not be construed as being the exact location of the existing utilities or a complete accounting of all possible existing utilities. It shall be the Contractor's responsibility to determine the actual location of all underground utility facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for their marking of the exact locations. The Contractor shall coordinate construction activities with utility companies. The Contractor shall be responsible to avoid to the satisfaction of the Engineer, or repair and/or replace to the satisfaction of the utility owner and at his own expense all utilities that have been interfered with or damaged, regardless of the represented location or lack of representation within the Contract Documents.

CHANGE IN SCOPE OF WORK

Delete Article 104.02 of the Standard Specifications and replace with the following:

The Owner reserves the right to increase or decrease the contract quantities in order to meet budgetary constraints. No additional compensation will be allowed to the Contractor in excess of the unit costs for any increase or decrease in quantities and anticipated profits.

STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications. If the Contractor fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the Owner at any time during the contract, the Owner will notify the Contractor at which time the Contractor will have 24 hours to respond. If the Contractor fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the Contractor.

PROJECT CLEANLINESS

Description: The Contractor shall be responsible for maintaining the cleanliness and order of the project limits.

All equipment remaining within incorporated limits overnight shall be staged at a location approved by the Engineer. Proper traffic control devices shall be in place properly delineating any equipment that may be left on public streets or is protruding into the traveled way of a public roadway.

Material stockpiles shall be kept to a minimum. At the close of each day the stockpiles shall be minimized in size to the maximum extent practical. Where necessary proper traffic control devices shall be in place properly delineating the stockpile.

At the close of each workday the Contractor shall removal all debris, garbage, and excess materials from the project limits. This includes the sweeping/scrapping of adjacent roadways in order to remove materials that have been tracked or dropped by equipment and trucks mobilizing between work areas.

At the completion of the project the Contractor will be required to removal all equipment, material stockpiles, debris, trash, and traffic control devices from the project limits. The removal of these items must be completed prior to the authorization of a final pay request.

All excavated and excess materials generated through the construction of this project shall be removed from the job site by the Contractor at his own expense in accordance with Article 202.03 of the Standard Specifications.

PARKWAY RESTORATION

Description: The Contractor shall be responsible for restoring all of the areas disturbed in the parkway which result from the construction operations in this contract. This work shall be performed in accordance with Sections 211, 250, 251 of the Standard Specifications, and as modified herein. Parkway restoration shall be done as soon as possible after the completion of the adjacent work. It shall include good quality pulverized topsoil, fertilizer, seed, and watering, and provide all labor, materials and equipment, as necessary.

The Contractor shall clean all portions of the parkway that contain any type of debris, stone, paving asphalt or residue, concrete mix, forms, trash or materials of any kind remaining or resulting from the contract construction operations in this contract.

In cases where residents have installed private watering systems and underground dog fences in the parkway and behind the sidewalk, the Contractor shall use extreme caution in the areas of the watering

equipment and underground dog fences. The Contractor shall be responsible for communicating with the residents, via a notice, of the parkway operations and any and all lawn watering systems must be located. Any damage to the system will be the responsibility of the Contractor and must be repaired and reported to the homeowner immediately. No additional compensation will be made to the Contractor for this notification and repair work.

Soil erosion and sediment shall be controlled by the placement of seed and mulch as soon as possible after the completion of the adjacent work. The Contractor shall provide temporary seed to comply with the National Pollutant Discharge Elimination System Permit if the placement of seed cannot be promptly scheduled. The temporary seeding, removal, redressing, and final seeding of disturbed areas shall not be paid for separately but considered incidental to the cost of parkway restoration. Parkway restoration shall be conducted as soon as the adjacent work is completed and throughout the project schedule and will not wait until an entire area or until the entire project is completed.

Topsoil Placement:

The Contractor shall not use excavated material, or other spoils to backfill behind the new curb and gutter. All excavations behind any newly poured curb and gutter segments, driveway pavements, sidewalks, depressions or disturbed areas shall be backfilled with a good quality pulverized topsoil immediately to avoid a potential hazard. No additional compensation shall be made for the depth of the fill materials required at locations included under this contract.

This material shall be thoroughly compacted by the contractor in two uniform lifts when placed, by mechanical and/or hand tamping methods to the satisfaction of the Engineer so that this material will not consolidate and settle later on or present a safety hazard. It shall be neatly graded, struck level with the adjacent curb, sidewalk, driveway and/or parkway. Backfilling shall be completed within five (5) working days following the placement of the concrete curb, sidewalk, or driveway. Curb, sidewalk or driveway work will not be paid until backfilling is complete to the satisfaction of the Engineer.

Fertilizing, Seeding, Mulch, and Watering:

Fertilizer shall be applied in accordance with Article 250.04 of the Standard Specifications.

Seeding shall be completed in accordance with Article 250.06 of the Standard Specifications. The seeding shall be Class 1A throughout the project.

Watering shall be performed within 48 hours after the seed has been placed. Water shall be placed at a rate of 3 gal/sq yd. Additional water shall be applied at the rate of the initial watering every other day for a total of 15 additional watering's.

During periods exceeding 80F or subnormal rainfall, supplemental watering may be required after the initial and additional watering's. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at a rate specified by the Engineer within 24 hours of notice.

Within 24 hours from the time seeding has been performed, the seeded area shall be given a covering of mulch utilizing knitted straw blanket in accordance with Article 251.04 of the Standard Specifications. At the Owner's option they may request hydro-mulching in lieu of the knitted straw blanket at no additional cost to the Owner.

Basis of Payment. This work shall be included in the cost of the associated pay item in which it is being used.

SUPPLEMENTAL WATERING

Description: This work shall consist of watering the landscaped portions of the parkway following the completion of work.

During periods exceeding 80° F or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at a rate specified by the Engineer within 24 hours of notice.

Basis of Payment. This work shall be included in the cost of the associated pay item in which it is being used.

SIGN AND MAILBOX RELOCATE

The Contractor shall remove and relocate all street signs and mailboxes located in or near the construction zone as directed by the City. The Contractor shall be responsible for replacing at their expense any signs damaged during the course of construction and the operation of removing and relocating any signs. The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be incidental to the contract.

HARDSCAPE AND LANDSCAPING REPAIR

The Contractor shall remove, stockpile, and replace all hardscaped and decorative landscaped materials within the project limits, as directed by the Engineer. Hardscape and decorative landscape materials that conflict with proposed improvements shall be replaced to the extent possible. All pavers and landscape edging shall be neatly reset. All boulder, timbers, block, stone, pavers, and decorative items shall be either replaced or delivered back to the homeowner at the conclusion of the project. In the event the homeowner does not desire to keep this material, the materials shall be disposed of by the Contractor. The removal, stockpile, and replacement all existing hardscape and decorative landscape materials within the construction limits shall not be paid for separately but shall be incidental to the contract.

Basis of Payment. This work shall be included in the cost of the associated pay item in which it is being used.

CLASS D PATCHES

Description: This work shall consist of the removal of the existing pavement, the necessary excavation and the replacement with a Hot-Mix Asphalt patch to the proposed pavement grade. This work shall be completed in accordance with Section 442 of the Standard Specification, except as altered herein. The four types, namely Type I, Type II, Type III, and Type IV have been combined under this pay item Class D Patches.

Class D Patches shall be HMA binder course, N50, 6" thick and installed in two (2) lifts as approved by the engineer. Binder patches shall be installed to the finished grades of the surrounding existing pavement. The

backfill for all trenches associated with work in this contract shall be sufficiently compacted in accordance with the Special Provision for Trench Backfill. Pavement removal and replacement of Class D Patches will be measured for payment in place and the area computed in square yards. All saw cuts associated with the removal of pavement will not be measured for payment.

Basis of Payment. This work shall not be paid for but, shall be included in the cost of the associated pay item in which it is being used.

DRIVEWAY REMOVAL AND REPLACEMENT

Description: This work shall consist of the removal of HMA or PCC driveway pavements in part or in their entirety, at locations shown on the plans or as directed by the Engineer, and the construction of new asphalt or PCC driveway pavement. This work shall be performed in accordance with Sections 301, 351, and 423 of the "Standard Specifications for Road and Bridge Construction," the details shown on the plans and as directed by the Engineer.

The Contractor shall remove existing driveways to the limits marked out by the Engineer. Full depth saw cutting to cleanly remove the portions of the driveway indicated for removal from the portions to remain shall be considered incidental to this item. Alternately, the Contractor may elect to remove additional portions of the driveway instead of saw cutting, but in any event the area approved for payment shall not exceed the area marked out by the Engineer. The Contractor shall place and compact embankment, or excavate, in accordance with Sections 202 and 205 of the Standard Specifications in order to achieve the finished grades shown on the plans.

The proposed driveway pavement shall consist of:

1. 6" Portland Cement Concrete Driveway Pavement and 3" of Aggregate Base Course, Type B if the existing driveway is PCC.
2. 4" Hot-Mix Asphalt Surface Course, Mix "C", N50, 6" Aggregate Base Course, Type B, if the existing driveway is HMA.
3. 6" Aggregate Surface Course, Type A, if the existing driveway is Aggregate.

All saw cutting, excavation, embankment, Aggregate Base Course, and PCC Driveway pavement (High Early Strength) will not be paid for separately but shall be included in this pay item.

Basis of Payment. This work shall be included in the cost of the associated pay item in which it is being used.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

Description: This work shall consist of placing Portland cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications with the following alterations. Sidewalks shall be placed on 4-inches of Subbase Granular Material, Type B. Expansion joints shall be placed at intervals of not more than 200 feet. At driveway apron locations, the depth of concrete shall be increased to 7-inches. All required excavation shall be included. Sidewalks shall be doweled into the existing adjacent sidewalk with 2 #4 rebar.

Sidewalk ramps for the handicapped shall be installed at all intersecting streets and driveways as directed by the Engineer in accordance with the IDOT Highway Standards 424001, 424006, 424011, 424016, and 424021.

Ramps and depressed curbs accessible to the handicapped shall be provided at all crosswalks and bicycle paths.

Detectable warnings shall be placed in sidewalk behind depressed concrete curb and gutter at all appropriate crossings.

Basis of Payment. This work shall not be paid for but, shall be included in the cost of the associated pay item in which it is being used.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

Description: At locations designated by the Engineer, the Contractor shall remove and replace existing curb and gutter. At all locations that curb and gutter removal is adjacent to existing pavement, the pavement shall be sawcut full depth at a distance into the pavement which will allow the old curb and gutter to be removed and matching curb and gutter to be placed to the line of the back of curb being replaced. After the new curb and gutter is replaced, the void between the new curb and gutter and the sawcut pavement shall be filled with PC Concrete, with the top of the concrete left 1½" below the flag of the new curb and gutter.

At certain locations, the curb and gutter being replaced may be a monolithic curb and pavement concrete section. The concrete pavement shall be cut to full depth prior to the area of curb and gutter is removed. Disposal of all excavated material is the responsibility of the Contractor and is incidental to the Curb and Gutter Removal & Replacement, Special pay item. This work may be performed by a curb machine or by hand meeting Section 606 standards. Where new curb is constructed adjacent to the existing curb, two 18" x 1" diameter dowel rods with an expansion joint shall be drilled into the existing curb, per Article 606.07. The transverse joints shall be contraction joints placed on 25' centers. All concrete used shall be Class SI, 6.05 cement factor.

Basis of Payment. This work shall not be paid for but, shall be included in the cost of the associated pay item in which it is being used.

DOMESTIC WATER SERVICE BOXES TO BE REMOVED

Description. This work shall consist of the removal of existing curb boxes and curb stops at locations found in the field directed by the Engineer. The material and equipment shall be removed in a manner which will not cause damage until they are picked up by the Village.

Basis of Payment. This work shall not be paid for but, shall be included in the cost of the associated pay item in which it is being used.

REMOVE METER BOX

Description: This work shall be performed as directed by the Engineer in conformance with applicable provisions of Sections 602 and 603 of the "Standard Specifications for Road and Bridge Construction". Meter boxes designated for removal shall be completely removed and the hole formed thereby filled with sand conforming to FA-2 if located in an unpaved area or CA-7 if located in paved area. This item will also cover removal of valve boxes.

Basis of Payment: This work shall not be paid for but, shall be included in the cost of the associated pay item in which it is being used.

HOUSE GROUNDING

Description: This work shall consist of reestablishing the grounding of the plumbing system through the floor of the basement, slab, or crawl space at or near the existing service entrance location or at a location as directed by the Engineer. The grounding system shall be installed in accordance with the current edition of the National Electrical Code (NEC) and shall be NEC compliant. The Contractor shall furnish and install all grounding electrodes, conductors, grounding connections, and appurtenances necessary to provide a complete and code-compliant grounding system. All openings in concrete floors shall be sealed with hydraulic cement, and all other disturbances shall be restored to the satisfaction of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per each of HOUSE GROUNDING.

DOMESTIC WATER SERVICE SHUT OFF

Description: This work shall consist of furnishing and installing a complete domestic water service, including the curb stop, curb box, corporation stop, service saddle, and all required appurtenances to connect to the existing water main and water service.

The new service shall be hot tapped to the existing water main to minimize disruption to the existing water system.

All corporation stops shall be Mueller H-15008 and shall be installed with a Smith-Blair 317 SS double-strap saddle.

All curb stops shall be Mueller H-15155 and shall be securely seated on a concrete block base.

All domestic water service boxes shall be A.Y. McDonald 5615500, Minneapolis Pattern, installed over the curb stop and maintained in a truly vertical position until sufficient backfill has been placed to ensure permanent vertical alignment of the box. The top of the box shall be adjusted and set flush with the established ground surface grade.

No additional payment will be made for the service saddle size required to complete the connection. The cost of the service saddle, including any required size or configuration, shall be considered incidental to the Contract.

Basis of Payment: This work shall be paid for as DOMESTIC WATER SERVICE SHUT OFF. This shall be considered payment in full for all labor, equipment, and material required to complete the work as specified herein.

TRENCH BACKFILL, SPECIAL

Description: The provisions of Section 208 of the Standard Specifications shall be modified such that backfill material shall be CA-7 coarse aggregate. The trench backfill shall be compacted only by Method 1 as defined in Article 550.07 of the Standard Specifications. Trench backfill shall be used at any location excavated within 2 feet of a hard surface or pavement.

Basis of Payment. This work shall not be paid for separately but shall be included in the cost of the pay item it is being used with.

EXPLORATION TRENCH, SPECIAL

Description: This item shall consist of excavation on both sides of the domestic water service shut off. The excavation shall be done at each address that is indicated to have lead service lines noted on the plan sheets. The Contractor shall make a minimum of three (3) documented attempts to gain access to each property to verify the service material at the meter. If access cannot be obtained after three (3) documented attempts, the Contractor shall notify the Engineer for further direction. The depth and width of the trench shall be sufficient to confirm that material type at each address shown in the plan sheets. The exploration trench shall be backfilled with the excavated material unless it falls within 2 feet of a hard surface or pavement in which case Trench Backfill shall be used. Backfilling with excavated material or Trench Backfill shall not be paid for separately but included in the Exploration.

Basis of Payment. This work shall be paid for at the contract unit price per each for EXPLORATION TRENCH, SPECIAL.

REMOVE AND PLUG ABANDONED WATER SERVICES

Description: This work shall consist of removing abandoned water services encountered during the work of this project or directed by the Engineer in the field. Abandoned water services shall be removed to the point of the connection at the existing water main. The corporation stop shall not be removed but shall be turned off and plugged securely to prevent leaks.

The contractor shall keep records of the services removed and plugs installed if not observed by the Engineer.

Basis of Payment. This work shall not be paid for separately but shall be included in the cost of the associated pay item in which it is being used.

TRACER WIRE

The contractor shall place a copper tracer wire on each foot of water main pipe placed in this project. The wire shall be a continuous run from one end of the project to the other and taped to the top of the top of the pipe in at least 3 locations per pipe length. The wire shall extend to the ground surface at valve boxes.

The wire shall be #12 AWG HS-CCS high strength copper clad steel conductor (HS-CCS), insulated with a 30 mil, high density, high molecular weight polyethylene (HDPE) insulation and rated for direct bury use at 30 volts. HS-CCS conductor must be a 21% conductivity for locating purposes. Break load 380# minimum. Insulation color shall be BLUE. The tracer wire shall be as manufactured by Copperhead

Industries, LLC HS-CCS HDPE 30 mil insulation or equal. The wire shall be extended to the ground surface by placing the wire on the outside of the bottom section of the valve box and terminating wire through drilled hole at the top of the buffalo box. Enough wire shall be in the bow to allow a minimum of 12" to be extended above the top of the box. All wire splices shall be joined together with a connector designed for direct bury and suitable for connecting the wires together to provide continuity between the wires. The connectors shall be a DryConn Direct Burry Lug Part #3WB-01 (BLUE) or equal. If a single wire is used to extend up the valve box it shall be connected to the main tracer wire in the same manner. Twisting of the wires together shall not be allowed.

At the wire splices the coating shall be stripped off approximately 12" to provide contact between the two wires. In addition to the split bolt connectors the bare wire splice shall be wrapped with waterproof electrician's tape.

The wire shall extend up on the outside of the lower section of the valve box and inside the upper section of the valve box. The wire shall then retrace its route down to the valve and continue on the main without being cut. Approximately 18" of wire shall be coiled up and left inside the top of the valve box.

Basis of Payment. This work shall not be paid for separately but shall be included in the cost of the associated pay item in which it is being used.

WATER SERVICE LINE BOX TO METER, TYPE SPECIFIED, SIZE SPECIFIED

This work shall consist of connecting to the new water service from the curb stop to the water meter for the parcel, replumbing the interior plumbing as necessary to disconnect from the existing service and connect to the new service, restoring the interior and exterior of each address to preconstruction conditions, and all other work necessary to replace the water services from the curb stop to meter of each address.

The Contractor shall reach out to each resident a minimum of 3 times prior to asking for assistance from the Village with coordinating work on the resident's property. The existing condition of each residence shall be photo documented by the Contractor prior to the start of construction at each location. Once work has commenced at a specific residence, the Contractor shall work consecutive days at that residence until all work is complete. The contractor shall document the existing conditions of the basement or crawl space where the existing water service enters the building prior to any construction on the interior of the building. The contractor shall take as many photographs as necessary to ensure that the condition is restored to preconstruction conditions. The contractor shall submit the photo log for each address in an organized fashion to the Engineer to be kept on file.

Construction Requirements. There are five pay items under the Private Water Service special provision. A general Plan of Action for each subcategory shall be submitted by the Contractor for review by the Engineer/Village. Each Water Service Line Box to Meter shall be categorized into one of the following pay items:

WATER SERVICE LINE BOX TO METER, FINISHED BASEMENT:

Interior restoration of these basements will include some, if not all the following: removal and replacement of drywall, restoring ceilings and flooring, and repainting walls to match adjacent walls. The color of the repainted walls shall match adjacent walls exactly. If the attempted color

match is a noticeably different shade than the adjacent walls, the adjacent walls must also be painted to a logical terminus. The finished basement shall be restored to the satisfaction of the homeowner and the Engineer. Measures may need to be taken to conceal the new meter location if requested by the homeowner/Engineer. Finished basements will also have a higher potential for unforeseen conflicts which shall not be paid for separately but shall be included in the bid price.

WATER SERVICE LINE BOX TO METER, UNFINISHED BASEMENT

This type of private water service will require minimal interior restoration compared to finished and partially finished basements. Unfinished basements will not have any drywall repairs, finished ceiling repairs, or finished flooring repairs.

WATER SERVICE LINE BOX TO METER CRAWL SPACE

This type of private water service will require minimal interior restoration, similar to an unfinished basement. Services entering the house through a crawl space may be cored through the foundation wall or bored under the footing and brought up through the floor, assuming the floor of the crawl space is unfinished. Services bored under the footing will require a casing pipe of HDPE material large enough to house the Polyethylene service. The HDPE casing pipe shall be included in the cost of Water Service Line Box to Meter, Crawl Space.

WATER SERVICE LINE BOX TO METER, SLAB

This type of private water service is for houses built on a concrete slab that have no basement or crawl space. The new water service line shall be bored beneath the slab to connect at the existing service entry point. The service shall be cased in HDPE casing pipe large enough to house the Polyethylene service. The HDPE casing pipe shall be included in the cost of Water Service Line Box to Meter, Slab. Special care shall be taken to limit the disturbance to the existing residence while constructing the new service.

Prior to beginning the work at a residence, the Contractor and Engineer shall come to an agreement on which subcategory applies to that residence. The Engineer/Village will have final say on which subcategory will be utilized for payment. A new ball valve shall be installed on the influent side of the meter when connecting the new service to the existing meter. New meters are not anticipated to be necessary as part of this project. In the event that a new meter is found to be necessary, the Village personnel shall provide the new meter to be installed. A new ball valve shall be installed on both sides of any new meter that is installed.

Basis of Payment. This work shall be paid for at the contract unit price per Each for WATER SERVICE LINE BOX TO METER, TYPE SPECIFIED, SIZE SPECIFIED. No extra payment shall be made for any unforeseen circumstances unless deemed to be necessary by the Engineer.

MISCELLANEOUS TILE REPAIR

Description: The exact location of existing storm and sanitary tile which may cross the proposed sanitary sewer route cannot be provided by the Village. Information that the Village may have will be provided to the Contractor for their use at their discretion. No information provided by the Village will relieve the

Contractor of any responsibility for locating, avoiding, or repairing the tiles if damaged. All tiles crossing the proposed sewer or water main will be the responsibility of the Contractor to expose, avoid, and repair if disturbed. Any storm or sanitary tile cut or disturbed by the Contractor shall be reconnected with like material of the same diameter, supported across the trench with treated lumber (4" x 4" min.) and connections made with mission couplings. Connections shall be sealed watertight. Other options must be approved by the Village or the Engineer. Where vertical or horizontal separation requirements cannot be met, material used to repair damaged tile must be water main quality pipe approved by the Engineer.

Method of Measurement: This work shall be measured in lineal feet from one end of the existing tile where it meets the repaired section to the opposite end of the repair where it meets the existing tile.

Basis of Payment: This work shall be paid for by the foot as MISCELLANEOUS TILE REPAIR.

WATER SERVICE LINE MAIN TO BOX LONG, SIZE SPECIFIED

Description: This item shall consist of furnishing and installing new Polyethylene (PE) water service lines (size specified and confirmed in the field) from the new corporation stop to the location of the curb stop from the fair side of the water main as noted in the plans or as directed by the Engineer, in accordance with Section 562 of the Standard Specifications and Section 40-2.12 of the Water and Sewer Specifications. The method of installation of the Water Service Line shall be the discretion of the Contractor.

Water Service lines shall be Polyethylene CTS meeting the requirements of PE 3406, SDR 9. PE pipe shall be rated for 160 PSIG and shall have a minimum hydrostatic design stress of 630 PSIG. A hydrostatic design basis of 1250 PSIG, and a minimum burst pressure of 630 PSIG. Tracer wire shall be installed along with the water service and terminated as per the owner's discretion. Service saddles shall meet or exceed ASTM A536 grade 65-45-12 ANSI/AWWA CBOD with fusion bonded nylon coating on the casing and 2 stainless steel straps. The existing service lines are 1" or ¾" of varying material. The Contractor shall provide the proper couplings between PE and the varying material.

Basis of Payment: This work shall be paid for at the contract unit price per each for WATER SERVICE LINE MAIN TO BOX LONG, SIZE SPECIFIED.

WATER SERVICE LINE MAIN TO BOX SHORT, SIZE SPECIFIED

Description: This item shall consist of furnishing and installing new Polyethylene (PE) water service lines (size specified and confirmed in the field) from the new corporation stop to the location of the curb stop from the near side of the water main as noted in the plans or as directed by the Engineer, in accordance with Section 562 of the Standard Specifications and Section 40-2.12 of the Water and Sewer Specifications. The method of installation of the Water Service Line shall be at the discretion of the Contractor.

Water Service lines shall be Polyethylene CTS meeting the requirements of PE 3406, SDR 9. PE pipe shall be rated for 160 PSIG and shall have a minimum hydrostatic design stress of 630 PSIG. A hydrostatic design basis of 1250 PSIG, and a minimum burst pressure of 630 PSIG. Tracer wire shall be installed along with the water service and terminated as per the owner's discretion. Service saddles shall meet or exceed ASTM A536 grade 65-45-12 ANSI/AWWA CBOD with fusion bonded nylon coating on the casing and 2

stainless steel straps. The existing service lines are 1" or ¾" of varying material. The Contractor shall provide at no additional cost the proper couplings between PE and the varying material of different sizes.

Basis of Payment: This work shall be paid for at the contract unit price per each for WATER SERVICE LINE MAIN TO BOX SHORT, SIZE SPECIFIED.