

PROJECT MANUAL
FOR
**2014 NORTHWEST AREA SEWER
REHABILITATION PROGRAM**

CONTRACT NO. PW14-0057



**VILLAGE OF VILLA PARK
VILLA PARK, ILLINOIS**

**ENGINEERING DIVISION
20 SOUTH ARDMORE AVENUE
VILLA PARK, ILLINOIS 60181-2696
T: 630.834.8505 F: 630.834.8509**

JUNE 2014

**NOTICE: FEDERAL LABOR STANDARDS,
PREVAILING WAGE RATES, AND SECTION 3
REGULATIONS WILL APPLY TO THIS PROJECT**

NOT FOR BID

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BIDDING AND CONTRACT DOCUMENTS

FOR

2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM

VILLAGE OF VILLA PARK

JUNE 2014

I hereby certify that these Contract Documents were prepared under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Illinois.

Signature: _____

Vydas Juskelis

Date: _____

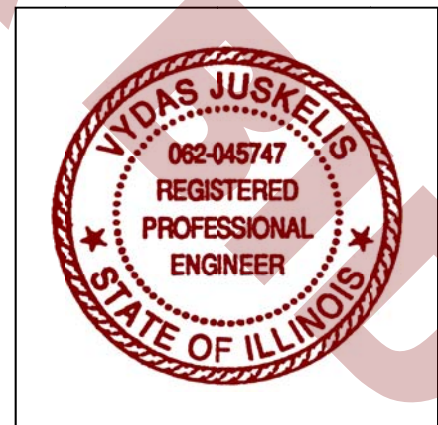
06/13/2014

License No.: _____

062-045747

Expiration: _____

11/30/2015



NOT FOR BID

**GENERAL PRINCIPLES
OF
CONTRACTS**

NOT FOR SALE

NOT FOR BID

PROJECT MANUAL
FOR
2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM

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ADVERTISING FOR BID

NOT FOR BID

NOT FOR BID

SECTION 00030
ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK

PROJECT: 2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM

This program consists of the rehabilitation of existing public sewer mains in the “Northwest” area of the Village—the area bounded by North Avenue on the north, Sunset Drive on the south, Lincoln Avenue on the west and Westmore Avenue on the east. Rehabilitation efforts include approximately 6,000 linear feet of flexible, cured-in-place inversion sewer lining of existing sewer mains ranging in size from 8” to 10” in diameter; completion of two point repairs; installation of one lateral T-liner; reinstatement of approximately 180 sewer service laterals; sewer cleaning and televising; and other related and incidental work.

BID DEADLINE: TUESDAY, JULY 1, 2014, 10:00 A.M. LOCAL TIME

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Separate, sealed proposals for the **2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM** will be received by the Village of Villa Park, Illinois, at the reception desk of the Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud at the offices of the Public Works Department. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

Proposals shall be submitted in accordance with the Contract Documents prepared by Village of Villa Park, Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181.

MINORITIES AND WOMEN OWNED BUSINESS (MBE/WBE) ARE
ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL
APPLY TO THIS PROJECT.

BID SECURITY: Bid security in the amount of not less than five percent (5%) of the Bid shall accompany each Bid in accordance with the Instructions to Bidders.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

ADVERTISE – Friday, June 13, 2014

RIGHTS RESERVED: The Village reserves the right to reject any and all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

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

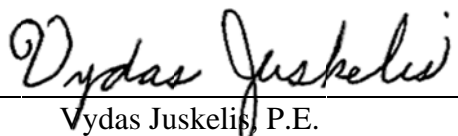
WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. The PROJECT is subject to regulations contained in the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by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

CONTRACT DOCUMENTS: The Bidding Documents are on file for inspection at the office of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181. The Bidding Documents may be obtained from the Village of Villa Park Public Works Department at the address listed above for a non-refundable fee of twenty dollars (\$20.00).

PRE-BID MEETING: A mandatory pre-bid meeting will be held at the offices of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, on **TUESDAY, JUNE 24, 2014, AT 10:00 A.M. LOCAL TIME.**

**PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS.**

BY:


Vydas Juskelis, P.E.

Director of Public Works

INSTRUCTIONS TO BIDDERS

NOT FOR

NOT FOR BID

SECTION 00100
INSTRUCTIONS TO BIDDERS

SPECIAL NOTICE TO BIDDERS.

The **2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM** consists of, as described in **Section 01010 "Summary of Work"**, Part 1 - GENERAL, 1.01 PROJECT DESCRIPTION.

This program consists of the rehabilitation of existing public sewer mains in the "Northwest" area of the Village—the area bounded by North Avenue on the north, Sunset Drive on the south, Lincoln Avenue on the west and Westmore Avenue on the east. Rehabilitation efforts include approximately 6,000 linear feet of flexible, cured-in-place inversion sewer lining of existing sewer mains ranging in size from 8" to 10" in diameter; completion of two point repairs; installation of one lateral T-liner; reinstatement of approximately 180 sewer service laterals; sewer cleaning and televising; and other related and incidental work.

ARTICLE 1. Defined Terms.

Terms used in these instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract EJCDC C-700 have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2. Copies of Bidding Documents.

2.01. Complete sets of the Bidding Documents in the number and for the non-refundable fee stated in the Advertisement for Bids may be obtained from the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, during normal working hours.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. Qualifications of Bidders.

3.01. To demonstrate qualifications to perform the Work, each Bidder shall be prepared to submit, within five (5) calendar days of OWNER'S request, written evidence, such as financial data, previous experience; present commitments and other such data as may be called for as follows. Each Bid shall contain evidence of Bidder's qualification to do business in the State of Illinois.

3.01.01. The address and description of the Bidder's place of business.

3.01.02. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.

3.01.03. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.

3.01.04. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.

3.01.05. The Bidder's performance record giving the description and location of all similar projects constructed in the last five years by the Bidder, as well as names and phone numbers of persons who acted as owner's representatives for those projects, and whom Bidder agrees OWNER may contact for the purpose of verifying Bidder's references and performance.

3.01.06. A list of projects presently under Contract, the approximate Contract amount, and percent of completion of each.

3.01.07. A list of Contracts which resulted in lawsuits.

3.01.08. A list of Contracts defaulted.

3.01.09. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.

3.01.10. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted or filed for bankruptcy.

3.01.11. The names and technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other Contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

3.01.12. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the Contract.

3.02. The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids, nor is it intended to discourage beginning Contractors. It is intended to make it possible for OWNER to obtain accurate information regarding Bidder's financial capability, equipment, and experience in order to reduce the risks involved in awarding a contract to parties who may not be qualified to perform the Work as specified.

3.03 OWNER'S decision as to qualification of the Bidder shall be final.

ARTICLE 4. Examination of Contract Documents and Site.

4.01. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract documents. BIDDERS shall 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 performed.

4.02. No explorations or tests of subsurface conditions of any type have been undertaken at any site where work is to take place as a part of the Project. Bidders shall be responsible for scheduling, permitting and conducting any explorations or tests of subsurface conditions they deem necessary for evaluating or completing the Work set forth herein as a part of this Contract.

4.03. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such underground facilities or others, and OWNER does not assume responsibility for the accuracy of completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.04. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to

differing conditions appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions.

4.05. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.06. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.07. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures, if required, are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents. Temporary construction easements, if required, are to be obtained and paid for by OWNER.

4.08. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.09. The Engineer for this project is the Village of Villa Park, Public Works Department, 11 West Home Avenue, Villa Park, Illinois 60181; Phone: (630) 834-8505, Fax: (630) 834-8509, E-mail: publicworks@invillapark.com.

4.10. 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/her from fulfilling any of the conditions of the contract.

ARTICLE 5. Interpretations and Addenda.

5.01. All questions about the meaning or intent of the Contract documents are to be directed in writing to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be given, except as part of any pre-bid conference, or, if given, will be without legal effect.

5.02. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 6. Bid Bond.

6.01. Each Bid shall be accompanied by a BID BOND made payable to OWNER in an amount not less than five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions.

6.02. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. The Bid Bonds of the three lowest responsible BIDDERS, including the apparent Successful Bidder, will be retained until the apparent Successful Bidder has executed a Contract and furnished the required contract security, whereupon the Bid Bonds will be returned. If the apparent Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) calendar days after the Notice of Award is issued by OWNER, OWNER may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned.

ARTICLE 7. Contract Time.

The number of days within which, or the dates by which the Work is to meet the requirements for Substantial Completion as set forth in Paragraph SC 14.04 of the Supplementary Conditions, and also the number of days within which, or the dates by which the Work is to meet the requirements for Final Completion and be ready for final payment in accordance with Paragraph 14.07 of the General Conditions, (the Contract Time) are set forth in the Contract. **The Work shall meet the requirements for Substantial Completion within sixty (60) calendar days. The Work shall meet the requirements for Final Completion within ninety (90) calendar days.**

ARTICLE 8. Liquidated Damages.

Provisions for liquidated damages are set forth in the General or Supplementary Conditions, Bid Form and Contract.

ARTICLE 9. Substitute or “Or-Equal” Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the specifications. Neither OWNER nor CONTRACTOR shall limit materials or equipment to only brand name products. Non-brand name materials or equipment of equal specification (“or-equal” items) do qualify and are acceptable. ENGINEER shall have sole discretion in determining whether a non-brand name product is of equal specification. Whenever CONTRACTOR wishes to substitute an “or-equal” item of material or equipment for a brand name item specified, CONTRACTOR shall make written application to ENGINEER requesting approval of such substitution. Such written application will not be considered by ENGINEER until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraphs 6.05 of the General Conditions and may be supplemented in the General Requirements and other portions of these specifications.

ARTICLE 10. Subcontractors, Suppliers and Others.

10.01. If OWNER requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Contract, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) calendar days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation have reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any

Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.06.B of the General Conditions.

10.02. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

ARTICLE 11. Bid Form.

11.01. The Bid Form is included with the Bidding Documents. Additional copies, if needed, may be obtained from ENGINEER.

11.02. All BIDS shall be submitted on the required BID form. All blank spaces for BID prices shall be filled in, in ink or typewritten, and the BID form shall be fully completed, including Alternate Bid Items, if any, and Schedule of Prices, and executed when submitted. Only one copy of the BID form is required.

11.03. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.04. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.05. All names must be typed or printed below the signature.

11.06. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.07. The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 12. Submission of Bids.

12.01 Bids shall be submitted at the time and place indicated in, and according to, the Advertisement or Invitation to Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project name, name and address of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face

of it, and addressed to the Village of Villa Park, Public Works Department, 20 South Ardmore Avenue, Villa Park, Illinois 60181.

ARTICLE 13. Modification and Withdrawal of Bids.

13.01. Bids may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids any time prior to opening of Bids. Such notice shall be in writing over the signature of the Bidder or by fax; if by fax written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be worded so as not to reveal the amount of the original Bid. Should there occur any reason or reasons why the contract cannot be awarded within the specified period; the time may be extended as mutually agreed upon in writing by OWNER and the BIDDER.

13.02. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders and other requirements as applicable.

13.03. After the Bid opening, no Bid may be modified, withdrawn, or cancelled by the Bidder during the time period noted in Article 15 without consent of the OWNER.

13.04. Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 14. Opening of Bids.

Bids will be opened and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any will be made available to Bidders after the opening of Bids.

ARTICLE 15. Bids to Remain Subject to Acceptance.

All bids will remain subject to acceptance for ninety (90) calendar days after the date of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date. The Acceptance period may be extended up to an additional ninety (90) calendar days upon written notice to all bidders by the OWNER.

ARTICLE 16. Award of Contract.

16.01. OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, OWNER

reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet; any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.02. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such information as unit prices, total bids, alternates, and other data, as may be requested in the Bid form or prior to the Notice of Award. OWNER reserves the right to use, at its sole discretion, the Base Bid, or the Base Bid in combination with any or all Alternate Bids, to determine the lowest responsive bidder.

16.03. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.04. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

16.05. If a Contract is to be awarded, award will be made to the lowest, most responsible BIDDER.

16.06. If a Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid Opening.

ARTICLE 17. Contract Security.

A Performance BOND and a Payment BOND, each in the amount of one-hundred percent (100%) of the CONTRACT PRICE, with corporate sureties approved by the OWNER, shall be required and shall be conditioned upon the proper and faithful performance by the Contractor of the work specified in accordance with the Contract. Paragraph 5.01 of the General Conditions and the Supplementary

Conditions set forth OWNER'S requirements as to Performance and Payment Bonds.

When the Bidder to whom a Contract is awarded delivers the required number of executed counterparts of the Contract to OWNER, those counterparts shall each be accompanied by the required Performance and Payment Bonds.

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

Should any Change Orders be necessary and should the revised CONTRACT PRICE following execution of any Change Order exceed the bonded amount, the amounts of the Performance BOND and the Payment BOND shall be increased to match or exceed the revised CONTRACT PRICE. The costs of such increases shall be considered incidental to the Contract.

ARTICLE 18. Signing of Contract.

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) calendar days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to OWNER with the required Bonds. Within ten (10) calendar days thereafter OWNER shall deliver one (1) fully signed and executed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his/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 may, upon written notice, terminate the Agreement without further liability on the part of either party.

ARTICLE 19. Wage Rates.

Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State of Illinois and Federal governments. There shall be paid each employee engaged in Work under this Contract with respect to the Project, no less than the prevailing rate of wages, which prevailing rate shall include both hourly cash wages plus fringe benefits, for the classifications of labor employed in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq., (“the Act”) as now existing or hereafter amended. A copy of “General Prevailing Hourly Rates” is hereinafter included.

CONTRACTOR shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

This project is paid for in part with Federal grant funds through the Community Development Block Grant (CDBG) Program. Davis-Bacon Wage Decisions apply and are included in these specifications. Davis-Bacon wages are superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within ninety (90) days of award, the wage determinations shall be replaced with the most current decision.

In accordance with 820 ILCS 130/05, CONTRACTOR and each Subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, workers and mechanics employed by them on the Project. Such records shall include each worker’s full name, street or mailing address, telephone number when available, full 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.

CONTRACTOR and each Subcontractor shall submit at least monthly and in person certified payrolls to OWNER. The certified payrolls shall consist of a complete copy of the records. The certified payrolls shall be accompanied by statements signed by 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) CONTRACTOR or Subcontractor is aware that filing a certified payroll that he/she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, CONTRACTOR and each Subcontractor shall make available for inspection the records to OWNER, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within the State of Illinois. CONTRACTOR and each Subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by OWNER, its agents, or agents of the Department of Labor.

ARTICLE 20. Sales and Use Taxes.

OWNER is exempt from ILLINOIS State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

ARTICLE 21. Equal Employment Opportunity (EEO) Requirements.

21.01. In connection with the performance of Work under this Contract, CONTRACTOR agrees, and shall require his/her subcontractors to agree, that employers shall not discriminate against or intimidate, directly or indirectly, any employees or applicants for employment, on the basis of race, color, religion, creed, gender, sex, sexual orientation, national origin, age, familial status, or physical or mental disability unrelated to ability.

21.02. In connection with the performance of Work under this Contract, CONTRACTOR agrees, and shall require his/her subcontractors to agree, to conform to the Rules and Regulations of the ILLINOIS Fair Employment Practices Commission in effect on the date of Bid submission.

ARTICLE 22. Certification.

22.01. Bidder shall, at the time of the submission of Bid, and as part of the Bid, provide the following certification(s):

- Bidder shall provide certification, as required by Public Act 85-1295, of the fact that the firm is not barred from bidding on the contract as a result of a violation of Article 33-E of the Criminal Code (bid rigging and bid-rotating).

ARTICLE 23. Substance Abuse Prevention Certification.

23.01. CONTRACTOR and all Subcontractors performing work under this Contract shall provide certification that they have a Substance Abuse Prevention Program as required by Public Act 95-0635 and in accordance with the Contractor Certifications section of these Bidding Documents.

ARTICLE 24. Remedies

24.01. 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.

ARTICLE 25. Subcontracts under Construction Contracts

25.01. 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 the following:

- i) All applicable provisions of Federal and State law;
- ii) All provisions of Illinois Administrative Code, Title 35, Section 662.620 regarding fraud and other unlawful or corrupt practices;
- iii) All provisions of Illinois Administrative Code, Title 35, Section 662.620 with respect to access to facilities, records, and audit of records;

ARTICLE 26. Cost Plus Pricing

26.01. *Cost-plus a percentage of cost and percentage of construction cost* methods are prohibited from use on this project in any form or condition.

ARTICLE 27. Pre-Bid Meeting

27.01. A mandatory pre-bid meeting will be held at the offices of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, on **TUESDAY, JUNE 24, 2014 AT 10:00 A.M. LOCAL TIME.**

27.02. The meeting will cover, among other items, the requirements of the Community Development Block Grant (CDBG) Program which is providing funding for this project.

END OF SECTION

NOT FOR BID

BIDD PRACTICE

BIDD

NOT FOR BID

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:
2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM
THIS BID IS SUBMITTED TO:

Village of Villa Park
20 South Ardmore Avenue
Villa Park, ILLINOIS 60181

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in his/her Bid and in accordance with the other terms and condition of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance as outlined in the Instructions to Bidders after the day of Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

NUMBER

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in I above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data that will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) BIDDER certifies, by submission of the bid, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with the bid:
- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

- (i) Each person signing the bid shall certify that:
- (i) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above; or
 - (ii) He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the person(s) responsible for such decision in certifying that such person(s) have not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above.

4. ITEM NO. 04, BID SCHEDULE, IS ON THE FOLLOWING EIGHT (8) PAGES (00300-05 through 00300-12).

NOT FOR BID

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BID SCHEDULE (PAGE 1 OF 4)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

| NO. | ITEM | UNITS | QUANTITY | UNIT PRICE BID | EXTENDED PRICE BID |
|------------|---|--------------|-----------------|-----------------------|---------------------------|
| 1 | PRE-CONSTRUCTION CLEANING AND TELEVISIONING OF SANITARY SEWER | LF | 6,035.00 | | |
| 2 | CURED-IN-PLACE SEWER LINER 8" | LF | 3,650.00 | | |
| 3 | CURED-IN-PLACE SEWER LINER 10" | LF | 2,400.00 | | |
| 4 | INTERNAL SERVICE LATERAL REINSTATEMENT | EA | 180.00 | | |
| 5 | PROTRUDING TAP REMOVAL | EA | 3.00 | | |
| 6 | POINT REPAIR NO. 1 | LS | 1.00 | | |
| 7 | POINT REPAIR NO. 2 | LS | 1.00 | | |
| 8 | SERVICE LATERAL 6" | LF | 10.00 | | |

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BID SCHEDULE (CONTINUED, PAGE 2 OF 4)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

| NO. | ITEM | UNITS | QUANTITY | UNIT PRICE BID | EXTENDED PRICE BID |
|-----|---|-------|----------|----------------|--------------------|
| 9 | 8" PVC SDR 26 SANITARY SEWER ASTM D2241 UP TO 12' DEEP | LF | 5.00 | | |
| 10 | 10" PVC SDR 26 SANITARY SEWER ASTM D2241 UP TO 12' DEEP | LF | 5.00 | | |
| 11 | EMERGENCY 10 FT POINT REPAIR, 8" DIA. UP TO 12' DEEP | LS | 2.00 | | |
| 12 | EMERGENCY 10 FT POINT REPAIR, 10" DIA. UP TO 12' DEEP | LS | 1.00 | | |
| 13 | LATERAL CLEANING AND TELEVISIONING | EA | 1.00 | | |
| 14 | CLEANOUT INSTALLATION | EA | 1.00 | | |
| 15 | T-LINER INSTALLATION | EA | 1.00 | | |
| 16 | ADDITIONAL LATERAL LINER | FT | 10.00 | | |

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BID SCHEDULE (CONTINUED, PAGE 3 OF 4)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

| NO. | ITEM | UNITS | QUANTITY | UNIT PRICE BID | EXTENDED PRICE BID |
|-----|---|-------|----------|----------------|--------------------|
| 17 | REMOVAL AND DISPOSAL OF UNSUITABLE SOIL | CU YD | 5.00 | | |
| 18 | CA-1 | CU YD | 5.00 | | |
| 19 | TOPSOIL AND SOD | SQ YD | 25.00 | | |
| 20 | BITUMINOUS DRIVEWAY | SQ YD | 30.00 | | |
| 21 | PCC DRIVEWAY 6" | SQ YD | 15.00 | | |
| 22 | CONCRETE SIDEWALK 5" | SQ FT | 150.00 | | |
| 23 | CONCRETE SIDEWALK 6" | SQ FT | 100.00 | | |
| 24 | COMBINATION CURB AND GUTTER | LF | 25.00 | | |

NOT FOR BID

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BID SCHEDULE (CONTINUED, PAGE 4 OF 4)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

| NO. | ITEM | UNITS | QUANTITY | UNIT PRICE BID | EXTENDED PRICE BID |
|-----|--|-------|----------|----------------|--------------------|
| 25 | CLASS D PATCH 6" | SQ YD | 10.00 | | |
| 26 | PRE-CONSTRUCTION SURFACE VIDEO RECORDING | LS | 1.00 | | |

TOTAL OF BID _____ \$ _____
Written Bid Numerical Bid

The undersigned is aware that Federal Labor Standards, Prevailing Wage Rates, and Section 3 Regulations apply to all work performed on this Contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower tier subcontracts required by this contract.

Respectfully submitted:

Signature

Address

Title

Date

Telephone No.

E-mail Address

(SEAL – if BID is by a corporation)

NOT FOR BID

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5. BIDDER accepts the provisions of the Contract regarding Contract Time, Substantial Completion, and Final Completion as provided in Paragraph 3.1 of the Contract.

BIDDER accepts the provisions of the Contract regarding liquidated damages in the event of failure to complete the Work on time as provided in Paragraph 3.2 of the Contract.

OWNER reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out or in which any requirements are not properly met.

6. The following documents are attached to and made a condition of this bid:

- (a) Required Bid Security in the form of:

(Certified Check or Bid Bond)

In the amount of:

(Dollars or Percent)

- (b) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid in accordance with State laws applicable where the Work is to be performed.
- (c) Statement of the Bidder's qualification to do business in the State of Illinois.

7. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: _____

FAX NO: _____

E-MAIL: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

NOT FOR BID

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9. _____, having submitted a bid on a contract
(Name of Contractor)

for the **2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM**, as generally described in the Advertisement for Bids, to the Village of Villa Park, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (70 ILCS 5/33E-3 and 5/33E-4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before me

This _____ day of _____, 2014

Notary Public

SUBMITTED ON _____, 2014

CONTRACTOR'S LICENSE NO. _____

I hereby certify that, as Bidder, I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By: _____ (SEAL)
(Individual's Name)

doing business as: _____

Business address: _____

Telephone No.: _____

Fax No: _____

E-mail address: _____

NOT FOR BID

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A Partnership

By:

(Firm Name)

(SEAL)

(General Partner)

Business address:

Phone No.:

Fax No:

E-mail address:

A Corporation

By:

(Corporation Name)

(SEAL)

(State of Incorporation)

By:

(Name of Person Authorized to Sign)

Title:

Attest:

(Secretary)

Business address:

Telephone No.:

Fax No.:

E-mail address:

NOT FOR BID

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A Joint Venture

By: _____
(Name)

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail address: _____

By: _____
(Name)

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail address: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Subscribed and sworn to me this

_____ Day of _____, 2014.

Notary or other officer authorized to administer oaths.

My commission expires: _____

Bidders should not add any conditions or qualifying statements to this Bid as otherwise the bid may be declared irregular as being not responsive to the advertisement. **BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.**

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10. ITEM NO. 10, DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION (CDC) CONDITIONS AND FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS, IS ON THE FOLLOWING THREE (3) PAGES (00300-23 through 00300-25).

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**DUPAGE COUNTY COMMUNITY
DEVELOPMENT COMMISSION (CDC) CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice *(also to be listed on the Front Cover)*

**FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES
WILL APPLY TO THIS PROJECT.**

**Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.

III. Performance and Payment Bond Statement

The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.

IV. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

V. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

VI. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.

VII. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are superseded only in instances, by and where Illinois Prevailing Wage

NOT FOR BID

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exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE Encouragement Statement *(also to be listed on the Front Cover)*

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

X. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above.

Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: _____

Company Name: _____

Date: _____

END OF SECTION

NOT FOR BID

**COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG)
PROGRAM FEEDBACK
REQUIREMENTS PACKAGE**

NOT FOR

NOT FOR BID

FEDERAL REQUIREMENTS



THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

THIS BOOKLET CONTAINS:

- Required Contract Provisions for HUD Funded Capital projects in DuPage County, IllinoisPage 1
 - Executive Order 11246Page 13
 - HUD Federal Labor Standards ProvisionsPage 21
- HUD required general contractor and sub-contractor formsPage 26

Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:

 - Ownership FormPage 27
 - Letter to the Office of Federal Contract Compliance LaborPage 28
 - Labor Relations AgreementPage 29
 - Apprenticeship Policy Recognition FormPage 31
 - Section 3 FormsPage 32
 - Certified Payroll and Statement of CompliancePage 39
- A copy of the latest Davis Bacon Federal Wage determination for wage rates in DuPage CountyPage 47

Supplied through the DuPage
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

NOT FOR BID

**REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED
CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS**

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NOT FOR BID

I. APPLICATION

- A. These *Required Contract Provisions* shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.
- B. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these *Required Contract Provisions* and also a clause requiring his Subcontractors to include these *Required Contract Provisions* in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The *Required Contract Provisions* shall in no instance be incorporated by reference.
- C. A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.
- D. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.
- E. All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.
- F. All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

II. EQUAL OPPORTUNITY PROVISIONS

A. *Equal Opportunity Clause*

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

B. *Activities and Contracts Not Subject to Executive Order 11246, As Amended* (Applicable to federally assisted construction contracts and related subcontracts \$10,000 and under).

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

“The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin”.

Contractors shall incorporate foregoing requirements in all subcontracts.

III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity

Contracts/Subcontracts above \$10,000 Section 202 Equal Opportunity Clause

The complete Executive Order 11246 is included in this Federal Requirements booklet.

A. During the performance of this contract, the Contractor agrees as follows,

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker’s representatives of the contractor’s commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*Executive Order 11246, applicable to contracts/subcontracts exceeding \$10,000*)

- A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
1. Until further notice the goal for women participation is 6.9% (Nationwide).
 2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).
- C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.
- D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.
- E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the

subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

- F. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is Chicago PMSA.

V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (*Executive Order 11246*)

A. As Used In These Specifications:

1. “*Covered Area*” means the geographical area described in the solicitation from which this contract is resulted.
2. “*Director*” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
3. “*Employer identification numbers*” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

B. “Minority” Includes:

1. *Black* - All persons having origins in any of the Black African racial groups not of Hispanic origin.
2. *Hispanic* – All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.
3. *Asian and Pacific Islander* – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
4. *American Indian or Alaskan Native* – All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

C. Subcontracts

1. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

D. Equal Employment Opportunity Documentation

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in tall facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.
12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.

E. Voluntary Associations

1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).
3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.
7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

F. *Civil Rights Act of 1964*

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. *Section 109 Of The Housing And Community Development Act Of 1974*

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

H. *“Section 3” Compliance In The Provisions Of Training, Employment And Business Opportunities*

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).

2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 requirements.
4. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions and the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
5. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action as provided in the applicable provision of the subcontract in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR, Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 135.
6. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 135.
7. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms "*laborers*" and "*mechanics*" include watchmen and guards.

"The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications".

A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation and Liability for Unpaid Wages and Liquidated Damages

In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A.

C. Withholding for Unpaid Wages and Liquidated Damages

The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

D. Subcontract

The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

E. Contractor's Responsibility

The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

VIII. FALSE STATEMENTS CONCERNING PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and workers on projects utilizing Federal funds, it is essential

that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law.

IX. IMPLEMENTATION OF CLEAN AIR ACT

Contract requirements

- A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (PL 91-604, 42 U.S.C 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.
- B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.
- C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.
- D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

NOT FOR BID

EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions

set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

NOT FOR BID

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

NOT FOR BID

HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)

- ❑ Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of \$10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- ❑ Ownership Form
- ❑ Contractor / Subcontractor Labor Relations Agreement
- ❑ Apprenticeship Policy Recognition Form
- ❑ Section 3 Forms
 - Complete as applicable
- ❑ Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of compliance on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

NOT FOR BID

OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

PART 1 Business Information:

| | | | |
|-------------------------------|--|--------------------|--|
| Legal Business Name | | | |
| Owner Name | | | |
| Address of Business | | | |
| Telephone # | | Fax # | |
| Webpage (if available) | | FIN (IRS) # | |
| Trade(s) | | | |

Indicate whether business is:

- Sole Proprietorship _____ Date Established: _____ BRC² _____
- Limited Liability Company _____ Date of Agreement: _____ BRC _____
- Partnership _____ Date of Incorporation: _____ TIN³ _____
- Corporation¹ _____

¹ Does not include affiliates, wholly owned subsidiaries or divisions.

² Business Registration Certificate Number

³ Tax Identification Number

Has the firm done or is it currently doing business under another name?

Yes: _____ No: _____

If yes, please provide the name and explain:

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: _____ No: _____

If yes, please provide name and the title of the spouse:

Identify the names of all owners/principals of the company:

| Name | Title | Business Name (if applicable) |
|------|-------|-------------------------------|
| | | |
| | | |
| | | |
| | | |

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDC through a check of CyberDrive Illinois.)

Yes: _____ No: _____

If no, please explain:

PART 2 Other Concerns:

| | | | |
|--------------------------|--|---|---|
| <input type="checkbox"/> | Business is owned by a minority person: | <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American |
| | <input type="checkbox"/> Other (Specify): | <input type="checkbox"/> Native American | <input type="checkbox"/> Asian/Pacific American |

Business is woman owned.

I certify that the above information is complete and accurate.

Owner Signature Date

Print Name Title

NOT FOR BID

**NOTIFICATION TO THE OFFICE OF FEDERAL
CONTRACT COMPLIANCE PROGRAMS (OFCCP)**

To be completed and mailed within 10 business days of contract signing. Send original to the Office of Federal Contract Compliance and photocopy to DuPage County Address at bottom of letter.

Date: _____

Michael Thomas, District Director
Office of Federal Contract Compliance Programs
U.S. Department of Labor – Employment Standards Administration
Chicago District Office
230 S. Dearborn St., Room 434
Chicago, IL 60604

Please be advised that the following contract in excess of \$10,000 has been awarded:

Program: _____

Contractor: _____

Contractor Address: _____

Contractor Telephone: _____

Contractor Employer ID Number: _____

\$ Amount of Contract: _____

Construction Start Date: _____

Construction Completion Date: _____

Project No. _____

Project Location: _____

Signed: _____

Printed Name: _____

Title: _____

CC: DuPage County Community Development
421 N. County Farm Rd, Room 3-100
Wheaton, IL 60187

CC: _____

Attn: _____

Attn: _____

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Table with contractor details: Project Name, Project Address, Contractor Name, Address of Business, Contact Person, Telephone #, Email Address, Project #, Contract Amount, Type, and FIN (IRS) #.

1. Is the contractor named above supplying materials only? [X] No (continue to question 2.) [] Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Table with authorized signatories: Name/Title, Signature (Samuel Jones, Jane Jones).

3. I [X] HAVE [] HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Table 1: Job Classification # (for DuPage) CARP0555-005 (Building), Group # n/a, Hourly Wage Rate \$41.52, Hourly Fringe Benefits \$25.47, TOTAL (wages + fringe) \$66.99.

Table 2: Job Classification # (for DuPage) LABO0002-003, Group # 1, Hourly Wage Rate \$35.20, Hourly Fringe Benefits \$21.45, TOTAL (wages + fringe) \$56.65.

Table 3: Job Classification # (for DuPage), Group #, Hourly Wage Rate, Hourly Fringe Benefits, TOTAL (wages + fringe) \$0.00.

Table 4: Job Classification # (for DuPage), Group #, Hourly Wage Rate, Hourly Fringe Benefits, TOTAL (wages + fringe) \$0.00.

Table 5: Job Classification # (for DuPage), Group #, Hourly Wage Rate, Hourly Fringe Benefits, TOTAL (wages + fringe) \$0.00.

Table 6: Job Classification # (for DuPage), Group #, Hourly Wage Rate, Hourly Fringe Benefits, TOTAL (wages + fringe) \$0.00.

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

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Signature: Samuel Jones, Date: 04/01/2013, Print Name: Samuel Jones, Title: Owner/President.

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

| | | | |
|---|--------------|------------------------|--|
| Project Name | Project Name | Project # | |
| Project Address | | Contract Amount | |
| Contractor Name | | Type | <input type="checkbox"/> GC <input type="checkbox"/> Subcontractor |
| <i>If SUBCONTRACTOR provide name of contracting company</i> | | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

1. Is the contractor named above supplying materials only? No (continue to question 2.) Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

| | |
|--------------------|-------------------|
| Name/Title: | Signature: |
| Name/Title: | Signature: |

3. I **HAVE** **HAVE NOT** received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

| | |
|--|--|
| Job Classification # (for DuPage) | |
| Group # (if applicable) | |
| Hourly Wage Rate: | |
| Hourly Fringe Benefits: | |
| <i>Fringe Benefits paid</i> | <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s) |
| TOTAL (wages + fringe) | \$0.00 |

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

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Signature Date

Print Name Title

APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

| | | | |
|---|--------------|------------------------|--|
| Project Name | Project Name | Project # | |
| Project Address | | Contract Amount | |
| Contractor Name | | Type | <input type="checkbox"/> GC <input type="checkbox"/> Subcontractor |
| <i>If SUBCONTRACTOR provide name of contracting company</i> | | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

| | | |
|---|------------------------------|-----------------------------|
| Do you plan on using apprentices for the above referenced project? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are your apprentices registered with the Bureau of Apprenticeship and Training? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

| Apprentice/Trainee Name | Year/Level | Registered | Wage/hour |
|-------------------------|------------|------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

| | |
|------------|-------|
| Signature | Date |
| Print Name | Title |

DU PAGE COUNTY SECTION 3 INITIATIVE AND COMPLIANCE

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 135. The purpose of Section 3 is to ensure that employment and economic opportunities shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-income persons and business concerns which provide opportunities for low-income persons. Section 3 designation is a person whose household income is 80% or less of area median family income (hereinafter, "low-income" or "Section 3 resident"). All contractors providing labor are subject to Section 3 and must complete the following documents (as applicable):

- 0) SECTION 3 CLAUSE: Acknowledgement to be signed by all Section 3 covered contractors (must be signed if the contract is over \$100,000).
- 1) FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (FORM 1): To be completed by all contractors. Describes contractors' Section 3 status based on the following categories:
 - A. Business owned by Section 3 resident;
 - B. 30% of permanent full-time employees are Section 3 residents;
 - C. Subcontract 25% of award amount to Section 3 Business Concerns.
- 2) FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (FORM 2): To be completed by all business owners claiming Section 3 under category A and/or all Section 3 employees working on this project (Section 3 family income limits are included on the form);
- 3) PERMANENT EMPLOYEE / NEW HIRES LIST (FORM 3): To be completed by all business owners claiming Section 3 under category B or hiring new employees;
- 4) FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (FORM 4): To be completed by all business owners claiming Section 3 under category C;
- 5) FEDERAL SECTION 3 BUSINESS REPORTING (FORM 5): To be completed by all contractors. Information required to complete the federal reporting requirements.

DuPage County is responsible for executing compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

- 1) Informing any tier of subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 135;
- 2) Monitor the performance of all tiers in respect to the requirements and objectives of Part 135;
- 3) Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
- 4) Collect and report documentation in respect to all efforts made by tiers to achieve Section 3 participation.

Tiers receiving contracts greater than \$100,000 are covered by Section 3. As related to this project, and to the greatest extent feasible, these tiers are responsible for:

- 1) Contracting or hiring locally
- 2) Contracting at least 10% of the total project cost with Section 3 business concerns
 - a. Businesses which are majority owned by low-income persons qualify
 - b. Businesses which employ at least 30% full-time low-income employees qualify
 - c. Businesses which offer 25% of all subcontracts to Section 3 businesses qualify
- 3) Hiring, at least 30% of all new employees from low-income households
- 4) Refraining from entering into contracts with businesses in violation of Section 3
- 5) Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Any tier contracting for \$100,000 or less is not responsible for complying with Section 3; however, it is encouraged that any contractor or new hire which qualifies as Section 3 be documented and reported to meet the numerical objectives as a whole.

Noncompliance involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit: http://www.dupageco.org/Community_Services/Community_Development_Commission/31074/

SECTION 3 CLAUSE

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the contract/subcontract amount exceeds \$100,000. Any tier contracting for \$100,000 or less is not required to comply; however, it is strongly encouraged.

**TITLE 24 PART 135 ECONOMIC OPPORTUNITIES FOR LOW - AND VERY LOW - INCOME PERSONS
135.38 - Section 3 clause**

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR per 135 as amended.

| | |
|----------------------|-------|
| _____ | _____ |
| Authorized Signature | Date |
| _____ | _____ |
| Print | Title |
| _____ | _____ |
| Name | |
| _____ | |
| Business Name | |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (Form 1)

(To be completed by business owners)

PART 1 Business Concern Information:

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |
| Trade(s) | | | |

| Business Partners/Owners Name | Title | Address |
|-------------------------------|-------|---------|
| | | |
| | | |
| | | |

PART 2 Section 3 Federal Business Concern: The above business certifies that it qualifies as a Section 3 Business Concern based on: *(Please check the appropriate category below and provide requested supporting forms)*

A Business is majority owned (at least 51%) by Section 3 Resident(s).
 Must provide signed *Federal Section 3 Resident Self Certification (Form 2)* for the owner(s)

or

B At least 30% of the permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
 Must provide *Permanent Employee / New Hire List (Form 3)*; and
 Must provide *Federal Section 3 Resident Self Certifications (Form 2)* for all owners and Section 3 employees

or

C Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns if awarded contract
 Must provide signed *Federal Section 3 Subcontracting Plan (Form 4)*; and
 Must provide signed *Federal Section 3 Business Concern Self Certifications (Form 1)* for all subcontractors

D Check "D" if none of the categories above apply to your business.

PART 3 Other Business Concern:

Business is owned by a minority person:

| | |
|---|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Other (Specify): | <input type="checkbox"/> Native American |
| | <input type="checkbox"/> Asian/Pacific American |

Business is woman owned.

PART 4 Business Owner Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Business Concerns that will enable my business to receive notice of contracting opportunities for future Section 3 covered projects. I understand that the Section 3 Business Concern list may provide additional employment opportunities, however inclusion on that list does not guarantee awarding of contracts. I further understand that this list may be accessed by DuPage County staff, developers and contractors working on Section 3 covered projects. **Yes** **No**

I certify that I will ensure that Section 3 information and its requirements are provided to all employees and lower tier subcontractors involved in the project. Under penalty of perjury I also certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this self-certification. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Owner Signature _____ Date _____

Print Name _____ Title _____

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (Form 2)

(To be completed by each business owner if claiming Section 3 under category A of Form 1 and/or all Section 3 employees/residents)

PART 1 Resident Information:

| | | | |
|-------------------------|--|--------------|--|
| Name | | | |
| Home Address | | | |
| Telephone # | | Email | |
| Name of Employer | | | |

| | | |
|----------------------|--|--|
| Job Category: | <input type="checkbox"/> Business Owner/Professional | <input type="checkbox"/> Office/Clerical |
| | <input type="checkbox"/> Technician | <input type="checkbox"/> Trade: _____ |

| | |
|---|--|
| Employee Experience/ Training/ Job Skills: | |
|---|--|

PART 2 Income Survey:

| | |
|--|---------------|
| <i>How many persons live in your home?</i> | _____ persons |
|--|---------------|

| | |
|--|---------------------------------------|
| <i>What is the total yearly income of ALL persons, 18 years and older, living in your household?</i> | \$_____ total yearly household income |
|--|---------------------------------------|

Note: Total yearly income means all funds (salaries, dividends, interest, etc.) received during the year, before taxes.

Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2013 Section 3 income limits listed below.

| Persons in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 80% AMI (gross income) | \$41,250 | \$47,150 | \$53,050 | \$58,900 | \$63,650 | \$68,350 | \$73,050 | \$77,750 |

PART 3 Resident Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

*I authorize the information above to be added to a database of Section 3 Residents that will enable me to receive notice of employment for future Section 3 covered projects. I understand the Section 3 Resident list may provide additional employment opportunities, however inclusion on that list does not guarantee employment. I further understand that this list may be accessed by DuPage County staff, developers and contractors working on Section 3 covered projects; however no personal information will be made available to the developers, contractors, or public. **Yes** **No***

Under penalty of perjury I certify that I, _____ (print name), am a legal resident of DuPage County and qualify as a Section 3 Resident because I meet the income limits as published on this form OR I am a public housing resident. I agree to furnish to DuPage County any requested documentation in support of verification of this self-certification.

Signature Date

Print Name

| | |
|-----------|--|
| Project # | |
| Date | |

PERMANENT EMPLOYEE / NEW HIRES LIST (Form 3)

(To be completed by business owners if claiming Section 3 under category B of Form 1 or business owners hiring new employees)

PART 1 Business Concern Information:

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

PART 2 List all full-time employees: (Attach additional sheets as needed.)

| Employee Name | New Hire (yes/no) | Trade | Section 3 (yes/no)* |
|---------------|-------------------|-------|---------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |

| | |
|---------------------------------------|--|
| Total number of all employees: | |
|---------------------------------------|--|

| | | |
|---|------------------------------|-----------------------------|
| Have you, or do you, anticipate hiring new employees for this project? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|------------------------------|-----------------------------|

* Provide Section 3 Resident Self Certification (Form 2) for all employees that qualify as Section 3 Residents. Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2013 Section 3 income limits listed below.

| Persons in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 80% AMI (gross income) | \$41,250 | \$47,150 | \$53,050 | \$58,900 | \$63,650 | \$68,350 | \$73,050 | \$77,750 |

PART 3 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

| | |
|----------------------|-------|
| Authorized Signature | Date |
| Print Name | Title |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (Form 4)

(To be completed by business owners only if claiming Section 3 under category C of Form 1)

PART 1 Business Concern Information:

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

PART 2 Subcontractors:

| Name of Subcontractor | Type of Contract (trade) | Estimated Contract Amount | Section 3 Business Concern (yes/no) * |
|-----------------------|--------------------------|---------------------------|---------------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |

* Provide Section 3 Business Concern Self Certification (Form 1) for all subcontractors that qualify as Section 3.

PART 3 Business Concern Contract and Subcontract(s) Amounts:

| | | | |
|--|----|---|----|
| Total contract amount | \$ | Estimated amount to be subcontracted | \$ |
| Amount to be subcontracted to Section 3 businesses: | \$ | % of subcontracts that are Section 3 | % |

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

| | |
|-----------|-------|
| | |
| Signature | Date |
| Print | Title |

| | |
|-----------|--|
| Project # | |
| Date | |

FEDERAL SECTION 3 BUSINESS REPORTING (Form 5)

(To be completed by business owners - General Contractor & Subcontractors – only if awarded contract)

PART 1 Business Concern Information:

Please complete this form pertaining to the dollar amount your business has contracted for under this project.

| | | | |
|----------------------------|------|--------------------|--|
| Legal Business Name | Name | | |
| Address of Business | | | |
| Contact Person | | Title | |
| Telephone # | | Fax # | |
| Email Address | | FIN (IRS) # | |

| | | | |
|------------------------|----|---------------------------------|--|
| Project Name | | General or Subcontractor | |
| Contract Amount | \$ | Number of Subs Hired | |

PART 2 Employment and Training Data:

Please provide any employment and training figures concerning New Hires and Section 3 status:

| Job category | Number of New Hires | Number of Section 3 New Hires | Number of Section 3 Trainees or Apprentices |
|-------------------------------------|---------------------|-------------------------------|---|
| Professionals | | | |
| Technicians | | | |
| Office/Clerical | | | |
| Construction Trade (Specify below): | | | |
| | | | |
| | | | |
| | | | |
| Other Categories (Specify below): | | | |
| | | | |
| | | | |

PART 3 Contracting Data:

Construction Contracts:

| | |
|--|----|
| Total dollar amount of your contract on this project: | \$ |
| Total dollar amount subcontracted to Section 3 businesses: | \$ |
| Percentage of total dollar amount subcontracted to Section 3 businesses: | |
| Total number of Section 3 Certified Businesses receiving contracts: | |

Non-construction Contracts (engineering, architectural):

| | |
|---|----|
| Total dollar amount of non-construction contracts received on this project: | \$ |
| Total dollar amount subcontracted to non-construction Section 3 businesses: | \$ |
| Percentage of total dollar amount subcontracted to non-construction Section 3 businesses: | |
| Total number of non-construction Section 3 businesses receiving contracts: | |

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Authorized Signature

Date

Title

CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTIFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

Non-Covered Job Classifications

Workers performing normal duties of the following job classifications are not subject to wage requirements:

- | | |
|---------------------------|------------------------------|
| 1) Project Superintendent | 5) Water Carrier |
| 2) Project Engineer | 6) Messenger |
| 3) Project Foreman* | 7) Clerical Workers |
| 4) Watchman | 8) Other Non-Labor Employees |

* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

- 1) Supervisors
 - a. Hours worked by these employees must be reported although wage rates need NOT be reported.
 - b. The term "Salary" may appear in place of wage rate for any salaried employee.
- 2) Owners
 - a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
 - b. Like supervisors owners need not report salary, with exception to #3:
- 3) Self-Employed, Sole-Laborer Owners
 - a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
 - b. Certified payrolls MUST also be completed and signed by the General Contractor.

Apprentices and Trainees

- 1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
 - a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
 - b. Journeyman to apprentice ratio set by the local union is maintained
 - c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
- 2) If an apprentice or trainee is found unsupervised:
 - a. Employer will be contacted by phone and mail.
 - b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
 - c. Non-compliance can and will hold up further payouts.

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

[WH-347](#) (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.



- SAMPLE -

PAYROLL

U.S. Department of Labor

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR [] Jones Construction Company ADDRESS 123 Main Street, Town, IL 60000 OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. 1 - initial FOR WEEK ENDING 04/12/2013 PROJECT AND LOCATION Non-Profit Agency New Facility Construction, Town, IL PROJECT OR CONTRACT NO. CD13-01

Table with columns: (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER, (2) WORK CLASSIFICATION, (3) WORK CLASSIFICATION, (4) DAY AND DATE, (5) TOTAL HOURS, (6) RATE OF PAY, (7) GROSS AMOUNT EARNED, (8) DEDUCTIONS (FICA, WITH-HOLDING TAX, Union Dues, OTHER, TOTAL DEDUCTIONS), (9) NET WAGES PAID FOR WEEK.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20355 Federal Requirements

Date 04/13/2013

I, Samuel Jones (Name of Signatory Party) Owner / President (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Jones Construction Company (Contractor or Subcontractor) on the Non-Profit Agency New Facility Construction; that during the payroll period commencing on the 7 day of April, 2013, and ending the 13 day of April, 2013, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Jones Construction Company (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

See Deductions column in this payroll

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

Table with 3 columns: EXCEPTION (CRAFT), EXPLANATION. Row 1: James Smart - Laborer, Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate.

REMARKS:

Table with 2 columns: NAME AND TITLE, SIGNATURE. Row 1: Samuel Jones, Owner / President, Samuel Jones

THE WILLFUL FALSIFICATION OF ANY OFFICIAL STATEMENT MADE BY A SUBJECT OF THIS CONTRACT IS A VIOLATION OF THE CONTRACT AND SUBJECT TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

NOT FOR BID

NOT FOR BID

Federal Wage Decision

NOT FOR BID

General Decision Number: IL140020 06/13/2014 IL20

Superseded General Decision Number: IL20130020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 01/24/2014 |
| 2 | 03/07/2014 |
| 3 | 03/14/2014 |
| 4 | 06/13/2014 |

ENGI0150-013 06/01/2013

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

| | Rates | Fringes |
|--|----------|------------|
| Operators:..... | \$ 28.00 | 2.50+A+B+C |
| Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sstraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others | | |

FOOTNOTE:

A. Health and Welfare contribution is \$1,037 per month effective December 1, 2010.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Pay shall be 40 times the employee's regular straight time hourly rate. Effective as of January 1, 2010, employees who have worked for the employer for not less than eleven hundred (1100) straight time and overtime hours since their most recent anniversary date of hire as of vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of vacation with pay. Pay shall be 80 times the employee's regular straight time hourly rate. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to three (3) weeks of vacation with pay. Pay shall be 120 times the employee's regular straight time hourly rate.

ENGI0150-023 06/01/2013

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

| | Rates | Fringes |
|---|----------|------------|
| Operators:..... | \$ 28.00 | 2.50+A+B+C |
| Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized | | |

for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is \$1,037.00 per month effective December 1, 2010.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Pay shall be 40 times the employee's regular straight time hourly rate. Effective as of January 1, 2010, employees who have worked for the employer for not less than eleven hundred (1100) straight time and overtime hours since their most recent anniversary date of hire as of vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of vacation with pay. Pay shall be 80 times the employee's regular straight time hourly rate. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to three (3) weeks of vacation with pay. Pay shall be 120 times the employee's regular straight time hourly rate.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 27.66 | 18.50 |

LABO0362-003 05/01/2013

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape Laborer..... | \$ 31.08 | 17.79 |

LABO0751-004 05/01/2012

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| Landscape Laborer..... | \$ 33.16 | 20.66 |
| ----- | | |
| LABO0852-004 05/01/2006 | | |

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| Landscape Laborer..... | \$ 21.94 | 12.79 |
| ----- | | |
| * LABO0996-004 05/01/2014 | | |

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Landscape Laborer..... | \$ 31.61 | 18.76 |
| ----- | | |
| TEAM0065-005 05/01/2013 | | |

MCLEAN COUNTY (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County), OGLE (South of Route 72/West of Route 251), PEORIA, TAZEWELL, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 32.04 | 10.70+a |
| Group 2..... | \$ 32.50 | 10.70+a |
| Group 3..... | \$ 32.72 | 10.70+a |
| Group 4..... | \$ 33.02 | 10.70+a |
| Group 5..... | \$ 33.88 | 10.70+a |

FOOTNOTE: a. \$201.2 per week

CLASSIFICATIONS:

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

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks;

Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

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

GROUP 4: Low Boy and Oil Distributors.

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

 * TEAM0179-004 06/01/2011

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 35.65 | 7.25+a |
| 4 AXLES..... | \$ 35.80 | 7.25+a |
| 5 AXLES..... | \$ 36.00 | 7.25+a |
| 6 AXLES..... | \$ 36.20 | 7.25+a |
| All Lowboy Trucks..... | \$ 37.20 | 7.25+a |

FOOTNOTE: a. \$229.80 per week.

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

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0179-008 06/01/2011

KANKAKEE COUNTY

| | Rates | Fringes |
|-------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 or 3 axles..... | \$ 35.65 | 7.25+a |
| 4 axles..... | \$ 35.80 | 7.25+a |
| 5 axles..... | \$ 36.00 | 7.25+a |
| 6 axles..... | \$ 36.20 | 7.25+a |

FOOTNOTE: a. \$229.80 per week.

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

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic

yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0301-001 06/01/2011

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 35.85 | .15+a |
| 4 AXLES..... | \$ 36.00 | .15+a |
| 5 AXLES..... | \$ 36.20 | .15+a |
| 6 AXLES..... | \$ 36.40 | .15+a |

FOOTNOTE: a. \$288.00 per week health and welfare
 \$240.00 per week pension

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.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick

Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0325-004 06/01/2011

BOONE and WINNEBAGO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 - 3 Axles..... | \$ 32.96 | 15.62 |
| 4 Axles..... | \$ 33.11 | 15.62 |
| 5 Axles..... | \$ 33.31 | 15.62 |
| 6 Axles..... | \$ 33.42 | 15.62 |

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman;

Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

 * TEAM0330-004 06/01/2010

DEKALB 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

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 33.95 | .15+a |
| 4 AXLES..... | \$ 34.10 | .15+a |
| 5 AXLES..... | \$ 34.30 | .15+a |
| 6 AXLES..... | \$ 34.50 | .15+a |

FOOTNOTE: a. \$514.00 per week

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.

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0371-004 05/01/2013

HENRY and ROCK ISLAND COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| Group 1..... | \$ 32.15 | 10.70+a |
| Group 2..... | \$ 32.60 | 10.70+a |
| Group 3..... | \$ 32.85 | 10.70+a |
| Group 4..... | \$ 33.12 | 10.70+a |
| Group 5..... | \$ 33.99 | 10.70+a |

FOOTNOTE: a. \$41.70 per day

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

 * TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 32.55 | .15+a |
| 4 AXLES..... | \$ 32.70 | .15+a |
| 5 AXLES..... | \$ 32.90 | .15+a |
| 6 AXLES..... | \$ 33.10 | .15+a |

FOOTNOTE: a. \$434.00 per week.

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.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters;

Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

| | Rates | Fringes |
|-------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 or 3 Axles..... | \$ 33.85 | 16.85 |
| 4 Axles..... | \$ 34.10 | 16.85 |
| 5 Axles..... | \$ 34.30 | 16.85 |
| 6 Axles..... | \$ 34.50 | 16.85 |

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 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.

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

 TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 & 3 Axles..... | \$ 31.33 | .10+a |
| 4 Axles..... | \$ 31.58 | .10+a |
| 5 Axles..... | \$ 31.78 | .10+a |
| 6 Axles..... | \$ 31.98 | .10+a |

FOOTNOTES:

a. \$463.00 per week.

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.

 SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| COOK COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.80 | 1.82 |
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| DU PAGE COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.04 | 1.16 |
| GRUNDY, LAKE & WILL COUNTIES | | |
| LANDSCAPE DRIVER 2 & 3 Axles..... | \$ 11.86 | 2.81 |
| LANDSCAPE PLANTSMAN..... | \$ 12.00 | 3.32 |

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 11.94 | 2.42 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 13.11 | 3.01 |
| LANDSCAPE PLANTSMAN..... | \$ 9.73 | 2.05 |
| COOK COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 9.93 | 1.89 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 10.98 | 2.12 |
| LANDSCAPE PLANTSMAN..... | \$ 10.08 | 2.06 |
| DE KALB COUNTY: | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| DU PAGE COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES..... | \$ 8.32 | 1.02 |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 10.75 | |
| LANDSCAPE PLANTSMAN..... | \$ 10.65 | |

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|---|----------|---------|
| LABORER | | |
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS..... | \$ 7.25 | |
| LANDSCAPE OPERATORS..... | \$ 7.25 | |
| LANDSCAPE PLANTSMAN..... | \$ 9.66 | .26 |
| KANKAKEE COUNTY: | | |
| LANDSCAPE DRIVER..... | \$ 8.75 | .17 |
| LANDSCAPE OPERATOR..... | \$ 16.57 | 3.56 |
| PEORIA, TAZEWELL, & WOODFORD COUNTIES: | | |
| TRUCK DRIVERS 2 & 3 AXLES.. | \$ 17.58 | 5.88 |

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

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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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number: IL140011 06/06/2014 IL11

Superseded General Decision Number: IL20130011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 01/24/2014 |
| 2 | 02/07/2014 |
| 3 | 02/14/2014 |
| 4 | 03/07/2014 |
| 5 | 03/14/2014 |
| 6 | 05/09/2014 |
| 7 | 06/06/2014 |

CARP0555-003 06/01/2013

DUPAGE ANE LAKE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 42.52 | 26.77 |

CARP0555-008 06/01/2013

WILL COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Carpenter and Piledriver..... | \$ 42.52 | 29.05 |

CARP0555-011 06/01/2013

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Carpenter and Piledriver..... | \$ 42.52 | 26.78 |

CARP0790-003 06/01/2013

DE KALB COUNTY

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 34.88 | 24.49 |

CARP0790-004 06/01/2013

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
STEPHENSON, and WHITESIDE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 34.88 | 24.99 |

CARP0792-003 06/01/2013

BOONE COUNTY

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 41.08 | 18.79 |

ELEC0009-002 06/03/2013

WILL COUNTY

| | Rates | Fringes |
|-----------------------|----------|---------|
| Line Construction | | |
| Groundman..... | \$ 34.98 | 20.80 |
| Lineman and Equipment | | |
| Operator..... | \$ 44.85 | 26.67 |

ELEC0117-001 06/13/2013

KANE (Northern Half) and McHENRY (All) COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 43.33 | 25.75 |

ELEC0150-001 06/04/2012

LAKE COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 39.15 | 27.69 |

ELEC0176-011 06/01/2013

WILL COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 39.50 | 33.75 |

ELEC0196-001 03/03/2014

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and McHENRY COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 37.89 | 17.31+A |
| Groundman Truck Driver..... | \$ 30.34 | 14.86+A |

| | | |
|---|----------|---------|
| Groundman..... | \$ 29.30 | 14.52+A |
| Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician..... | \$ 45.36 | 19.74+A |

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/01/2013

BOONE (All) & DEKALB (Remainder) COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 41.50 | 28.645 |

ELEC0461-006 12/02/2013

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 45.04 | 24.55 |

ELEC0701-001 12/02/2013

DUPAGE COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 41.64 | 27.92 |

ENGI0150-015 06/01/2013

BOONE and DE KALB COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| Group 1..... | \$ 41.65 | 30.60 |
| Group 2..... | \$ 41.10 | 30.60 |
| Group 3..... | \$ 39.80 | 30.60 |
| Group 4..... | \$ 38.35 | 30.60 |
| Group 5..... | \$ 36.90 | 30.60 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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)

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

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

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

GROUP 5: Oilers

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.

* ENGI0150-024 06/01/2013

DUPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| GROUP 1..... | \$ 44.30 | 30.80 |
| GROUP 2..... | \$ 43.75 | 30.80 |
| GROUP 3..... | \$ 41.70 | 30.80 |
| GROUP 4..... | \$ 40.30 | 30.80 |
| GROUP 5..... | \$ 39.10 | 30.80 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or 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; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); 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*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; 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 attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); 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); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type

pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (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;

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

*Requires Oiler

IRON0001-014 06/01/2013

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| IRONWORKER | | |
| Sheeter..... | \$ 42.32 | 33.74 |
| Structural and Reinforcing.. | \$ 42.07 | 33.74 |

IRON0063-003 06/01/2013

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 42.90 | 30.11 |

IRON0498-003 06/01/2013

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest)
COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 35.09 | 31.03 |

* LABO0002-004 06/01/2014

DUPAGE COUNTY

| | Rates | Fringes |
|------------------------------|----------|---------|
| LABORER (SEWER CONSTRUCTION) | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.12 | 24.40 |
| GROUP 3..... | \$ 38.22 | 24.40 |
| GROUP 4..... | \$ 38.35 | 24.40 |
| GROUP 5..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not
Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen;
Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender;
Catch Basin Digger; Drainlayer; Dynamiter; Form Men;
Jackhammermen; Powerpac; Pipelayers; Rodders; Welders &
Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous
Waste Removal Laborers & Dosimeter use (any device)
Monitoring Nuclear Exposure.

* LABO0002-009 06/01/2014

DU PAGE COUNTY

| | Rates | Fringes |
|----------------------------|-----------|---------|
| LABORER (Compressed Air) | | |
| 0 - 15 lbs..... | \$ 39.00 | 24.40 |
| 16 - 20 lbs..... | \$ 40.50 | 24.40 |
| 21 - 26 lbs..... | \$ 41.00 | 24.40 |
| 27 - 33 lbs..... | \$ 42.00 | 24.40 |
| 34 lbs and over..... | \$ 43.00 | 24.40 |
| LABORER (Tunnel and Sewer) | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.125 | 24.40 |
| GROUP 3..... | \$ 38.22 | 24.40 |
| GROUP 4..... | \$ 38.35 | 24.40 |
| GROUP 5..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0032-007 05/01/2014

DE KALB COUNTY

| | Rates | Fringes |
|----------------------|----------|---------|
| LABORER | | |
| General Laborer..... | \$ 33.56 | 25.43 |
| Skilled Laborer..... | \$ 36.16 | 25.43 |

LABORER CLASSIFICATIONS

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

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 Temporart 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.

 * LABO0075-002 06/01/2014

WILL COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.22 | 24.40 |
| GROUP 3..... | \$ 38.27 | 24.40 |
| GROUP 4..... | \$ 38.35 | 24.40 |
| GROUP 5..... | \$ 38.80 | 24.40 |
| GROUP 6..... | \$ 39.10 | 24.40 |
| GROUP 7..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on

road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

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

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

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain

pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunitite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

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

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

 * LABO0149-002 06/01/2014

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.22 | 24.40 |
| GROUP 3..... | \$ 38.00 | 24.40 |
| GROUP 4..... | \$ 38.15 | 24.40 |
| GROUP 5..... | \$ 38.35 | 24.40 |
| GROUP 6..... | \$ 38.35 | 24.40 |
| GROUP 7..... | \$ 38.80 | 24.40 |
| GROUP 8..... | \$ 38.00 | 24.40 |
| GROUP 9..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition),
Sheeting & Cribbing, Black top rakers & lutemen, Machine
screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete
breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous
waste removal laborers & Dosimeter (any device) monitoring
nuclear exposure

* LABO0152-003 06/01/2014

LAKE COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.22 | 24.40 |
| GROUP 3..... | \$ 38.27 | 24.40 |
| GROUP 4..... | \$ 38.27 | 24.40 |
| GROUP 5..... | \$ 38.15 | 24.40 |
| GROUP 6..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettleman;
Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box
Spreaders; Laborers on birch overman and similar spreader
equipment; Laborers on apsco; Laborers on Air Compressors;
Paving Form Setters; Jackhammerman (Concrete); Power Drive
Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous
waste removal laborers; Dosimeter (any device monitoring
nuclear exposure)

PAIN0014-003 06/01/2013

LAKE and WILL COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

PAINTER: Brush Only.....\$ 40.75 22.67

 PAIN0030-003 07/01/2013

DE KALB, DUPAGE, KANE, KENDALL, AND McHENRY COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PAINTER | | |
| Brush, Sandblaster, and | | |
| Spray..... | \$ 40.98 | 19.55 |

 PAIN0030-006 07/01/2013

BOONE COUNTY

| | Rates | Fringes |
|------------------------------|----------|---------|
| PAINTER | | |
| Brush, Roller, | | |
| Sandblasting, and Spray..... | \$ 35.80 | 19.55 |

 PLAS0011-002 08/01/2010

WILL COUNTY

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 41.00 | 21.03 |

 PLAS0011-008 06/01/2012

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 41.55 | 23.76 |

 PLAS0011-013 06/01/2011

LAKE COUNTY

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 40.30 | 23.28 |

 PLAS0011-015 06/01/2012

BOONE COUNTY

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 34.82 | 20.10 |
| PLASTERER..... | \$ 33.36 | 18.95 |

 PLAS0803-001 08/01/2010

DUPAGE COUNTY

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CEMENT MASON/CONCRETE FINISHER...\$ 38.00 24.03

* TEAM0179-002 06/01/2011

KENDALL and WILL COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 or 3 Axle Trucks..... | \$ 35.65 | 7.25+a |
| 4 Axle Trucks..... | \$ 35.80 | 7.25+a |
| 5 Axle Trucks..... | \$ 36.00 | 7.25+a |
| 6 Axle Trucks..... | \$ 36.20 | 7.25+a |
| All Lowboy Trucks..... | \$ 37.20 | 7.25+a |

FOOTNOTE: a. \$229.80 per week.

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

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0301-001 06/01/2011

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 35.85 | .15+a |
| 4 AXLES..... | \$ 36.00 | .15+a |
| 5 AXLES..... | \$ 36.20 | .15+a |
| 6 AXLES..... | \$ 36.40 | .15+a |

FOOTNOTE: a. \$288.00 per week health and welfare
\$240.00 per week pension

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.

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic

yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

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

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

 * TEAM0325-004 06/01/2011

BOONE and WINNEBAGO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| TRUCK DRIVER | | |
| 2 - 3 Axles..... | \$ 32.96 | 15.62 |
| 4 Axles..... | \$ 33.11 | 15.62 |
| 5 Axles..... | \$ 33.31 | 15.62 |
| 6 Axles..... | \$ 33.42 | 15.62 |

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation

Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

 * TEAM0330-002 06/01/2010

DEKALB COUNTY

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 33.95 | .15+a |
| 4 AXLES..... | \$ 34.10 | .15+a |
| 5 AXLES..... | \$ 34.30 | .15+a |
| 6 AXLES..... | \$ 34.50 | .15+a |

FOOTNOTE: a. \$514.00 per week

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.

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump

Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0673-003 06/01/2008

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| TRUCK DRIVER | | |
| 2-3 AXLES..... | \$ 32.55 | .15+a |
| 4 AXLES..... | \$ 32.70 | .15+a |
| 5 AXLES..... | \$ 32.90 | .15+a |
| 6 AXLES..... | \$ 33.10 | .15+a |

FOOTNOTE: a. \$434.00 per week.

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.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

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

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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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

CONTRACTA CUPUA DOCUMENTS

NOT FOR

NOT FOR BID

SECTION 00500
CONTRACT

THIS CONTRACT is dated as of the _____ day of _____ in the year 2014 by and between the **VILLAGE OF VILLA PARK, ILLINOIS** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM**

ARTICLE 2. ENGINEER

The Village of Villa Park Village Engineer or his/her designee(s) are hereinafter referred to as "ENGINEER" and shall act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.01. The Work shall meet the requirements for Substantial Completion as defined in Article 1 of the Supplementary Conditions within sixty (60) calendar days, including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions. The Work shall meet the Requirements for Final Completion and be ready for final payment in accordance with Paragraph 14.07 of the General Conditions within ninety (90) calendar days, including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run.

3.02. Failure to Complete the Work on Time. OWNER and CONTRACTOR recognize that time is of the essence to the contract and that OWNER will suffer financial loss if the Work is not completed within the timeframe stipulated in the Contract as specified in Paragraph 3.1 above or within such extended time as may have been allowed in accordance with Article 12 of the General Conditions. Should CONTRACTOR fail to complete the Work within the timeframe

stipulated in the contract or within such extended time as may have been allowed, CONTRACTOR shall be liable and shall pay OWNER the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. This liquidated damages provision, as an obligation to the Owner, shall further apply to the Contractor's Surety. Permitting Contractor or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contract. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by OWNER during extended and delayed performance by CONTRACTOR of the Work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of CONTRACTOR.

Schedule of Deductions for Each
Day of Overrun in Contract Time

| <u>Original Contract Amount</u> | | <u>Daily Charges</u> |
|---------------------------------|-----------------------------|-------------------------|
| <u>From More Than</u> | <u>To and Including</u> | <u>Calendar Day</u> |
| \$ 0 | \$ 100,000 | \$ 1,000 |
| 100,000 | 500,000 | 2,000 |
| 500,000 | 1,000,000 | 3,000 |
| 1,000,000 | 3,000,000 | 4,000 |
| 3,000,000 | 6,000,000 | 5,000 |
| 6,000,000 | 12,000,000 | 9,000 |
| 12,000,000 | And over | 25,000 |

The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Substantial Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Substantial Completion. The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Final Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Final Completion. OWNER will deduct these liquidated damages from any monies due or to become due to CONTRACTOR from OWNER.

ARTICLE 4. CONTRACT PRICE

4.01. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as shown in the Bid Form as accepted by OWNER.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.01. Progress Payments. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of Work measure by the schedule of values provided for in the General Conditions and the Supplementary Conditions.

5.02. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07C

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

6.01. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.02. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

6.03. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as

CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.04. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, with the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

6.05. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.06. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.01.** This Contract
- 7.02.** Performance and Payment Bonds
- 7.03.** Standard General Conditions
- 7.04.** Supplementary Conditions
- 7.05.** Project Specifications
- 7.06.** Drawings
- 7.07.** Addenda

- 7.08. Instructions to Bidders
- 7.09. Advertisement for Bids
- 7.10. CONTRACTOR'S Bid and Bid Bond
- 7.11. Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.12. Notice of Award
- 7.13. Notice to Proceed
- 7.14. Change Orders

7.15. The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.01. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.02. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are 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 Documents.

8.03. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.04. WAGE PROVISIONS

CONTRACTOR shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the

United States Department of Labor, and the Employment of Illinois Workers on
Public Works Act (30 ILCS 570).

NOT FOR BID

ARTICLE 9. CERTIFICATION REGARDING DEBARMENT

9.01. _____, having executed a contract for
(Name of contractor)

the **2014 NORTHWEST AREA SEWER REHABILITATION PROGRAM**, as generally described in the Advertisement for Bids, with the Village of Villa Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4)

By: _____
Authorized Agent or Contractor

Subscribed and sworn to before me

This _____ day of _____, 2014.

Notary Public

NOT FOR BID

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Contract will be effective on the _____ day of _____, 2014.

OWNER: VILLAGE OF VILLA PARK CONTRACTOR: _____

SIGNED: _____ SIGNED: _____

BY: DEBORAH BULLWINKEL BY: _____

TITLE: VILLAGE PRESIDENT TITLE: _____

Attest: _____ Attest: _____

Address for giving notices:

PUBLIC WORKS DEPARTMENT

VILLAGE OF VILLA PARK

20 SOUTH ARDMORE AVENUE

VILLA PARK, IL 60181-2696

Address for giving notices:

License No. _____
(If required by State or Municipal Law)

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

NOT FOR BID

CONTROLLER CERTIFICATIONS

NOT FOR

NOT FOR BID

SECTION 00550
CONTRACTOR CERTIFICATIONS

1. SUBSTANCE ABUSE PREVENTION CERTIFICATION

**VILLAGE OF VILLA PARK
CONTRACTOR AND SUBCONTRACTOR
SUBSTANCE ABUSE PREVENTION POLICY**

Pursuant to P.A. 95-0635 (the “Substance Abuse Prevention on Public Works Act”), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or 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 P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: 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 Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. The Substance Abuse Prevention Certification Form provided in this section must be completed by the Contractor and each Subcontractor to this Contract.

SAMPLE SUBSTANCE ABUSE PREVENTION CERTIFICATION FORM IS PROVIDED ON PAGE 00550-03.

NOT FOR BID

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[ON COMPANY LETTERHEAD]

Date

Village of Villa Park
Public Works Department
20 South Ardmore Avenue
Villa Park, Illinois 60181

RE: Substance Abuse Prevention Program

[complete either A or B below]

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the Village of Villa Park as follows:

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

[attach a copy of the program]

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

NOT FOR BID

BONJD FORMS

NOT FOR BID

NOT FOR BID

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1 The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds to the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS.

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

GENERAL

CONDITIONS

NOT FOR ID

NOT FOR BID

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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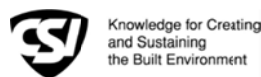
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The Associated General Contractors of America



Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil,

petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

45. *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 thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, 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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which 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 Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

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

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06 Preconstruction Conference

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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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 Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDI- TIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 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.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 Contractor's Liability Insurance

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
- b. by any other person for any other reason;

5. 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; and

6. 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.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 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 Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors,

partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss 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 perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 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. Contractor shall be solely responsible for the means, methods, techniques,

sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 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 at all times maintain good discipline and order at the Site.

B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and “Or-Equals”

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it 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) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not 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

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements

for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with

the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the

Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 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 a particular 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 shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for

all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 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.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of

Owner or Engineer or , 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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 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 and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall 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.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status

under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

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

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 Insurance

A. Owner's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 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.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 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 Documents and will not be changed without written consent of Owner and Engineer.

9.02 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 9.09. 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.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as

provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. 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, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05.

The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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.

10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include

only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone service at the

Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form

acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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

1. Contractor agrees that:

a. 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

b. 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 on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by

Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor's Fee: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 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, 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 shall 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.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or

otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. 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 .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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 Documents; or

b. that 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, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount

wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and

guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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.

B. Engineer's Review of Application and Acceptance

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven 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;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents 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.

17.03 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 Documents. 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.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and

acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

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

17.06 Headings

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

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SECTION 00800
SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements shall modify, change, delete from, and add to the "Standard General Conditions of the Construction Contract." 2002 Edition EJCDC C-700. Where any Article, Paragraph or Subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph or shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any Article, Paragraph or Subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or Subparagraph not so amended, voided or superseded shall remain in effect.

ARTICLE 1. DEFINITIONS

Amend the definition entitled "ENGINEER" to read:

"ENGINEER - the Village Engineer of Villa Park or his/her designee."

Amend the definition entitled "Substantial Completion" by adding the following immediately after the last sentence:

"Substantial Completion is a construction stage determined by the ENGINEER to be adequately completed in accordance with the Contract Documents so that the Owner may occupy and/or utilize the work for its intended purpose. Substantial completion for this Contract shall include all work items, excluding landscaping and punch list items."

Amend the definition entitled "OWNER" to read as follows:

"The Village of Villa Park."

ARTICLE 2. PRELIMINARY MATTERS

SC 2.01.B Delete Paragraph 2.01.B of the General Conditions in its entirety and insert the following in its place:

Evidence of Insurance:

"Before any Work at the Site is started, CONTRACTOR shall deliver to owner with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by the OWNER) which CONTRACTOR is required to purchase and maintain in accordance with ARTICLE 5."

SC 2.01 Add a new Paragraph 2.01.C immediately after Paragraph 2.01.B of the General Conditions which is to read as follows:

"The Agreement, Bonds, Evidence of Insurance, and such other portions of the Contract Documents as may be required shall be executed and delivered by CONTRACTOR to OWNER within 10 days after receipt of the Notice of Award. OWNER shall determine the number of counterparts required. OWNER will execute the counterparts. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies distributed as required."

SC 2.03 Delete Paragraph 2.03 of the General Conditions in its entirety and insert the following in its place:

"The Contract Time will commence on the date established in the Notice to Proceed issued by OWNER to CONTRACTOR, but in no event shall the Contract Time commence to run later than the 30th day after the effective date of the Contract, unless agreement in writing is provided by the OWNER. A Notice to Proceed may be given at any time within the 30 days after the effective date of the Contract."

SC 2.06 Delete Paragraph 2.06 of the General Conditions in its entirety and insert the following in its place:

A. After delivery of the executed Contract to OWNER, but before CONTRACTOR starts the Work at the Site, a conference will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A.

B. The conference will be held at a location selected by OWNER. The conference will be attended by: CONTRACTOR'S Office Representative, CONTRACTOR'S General Superintendent, Any Subcontractors' or Suppliers' representatives whom CONTRACTOR may desire to invite or ENGINEER may request. Including OWNER'S Representatives and Local Utilities Representatives. A suggested format would include, but not be limited to, the following subjects:

1. Discuss proposed construction progress schedule to be submitted by CONTRACTOR in accordance with Section 01300 of the Specifications.
2. Check of required bonds and insurance certifications prior to Notice to Proceed.
3. Liquidated damages.
4. Shop drawing submittal and approval procedure.

5. Chain of command, direction of correspondence, and coordinating responsibility between CONTRACTORS.
6. Request for a weekly job meeting for all involved.
7. Equal opportunity requirements.
8. Laboratory testing of material requirements.
9. Inventory of material stored on-site provisions.
10. Progress payment procedure and estimate.

ARTICLE 4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

SC 4.02.A.1 Amend Subparagraph 4.02.A.1 of the General Conditions to read as follows: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; including the following:

No pavement or subsurface investigation reports or information are available for this project.

ARTICLE 5 - BONDS AND INSURANCE

SC 5.01.C Add the following language at the end of Paragraph 5.01.C of the General Conditions:

"In addition, no further progress payments under the Agreement will be made by OWNER until CONTRACTOR complies with the provisions of this Article."

SC 5.03 through 5.06 Delete Paragraphs 5.03 through 5.06 inclusive of the General Conditions and insert the following:

SC 5.03 "CONTRACTOR'S Insurance Requirements:

A. CONTRACTOR shall not commence Work under the Contract until he/she has obtained all insurance required under this Article to provide protection from claims which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable. CONTRACTOR shall procure and maintain for the duration of the Contract insurance of such types and in such amounts as may be necessary

to protect himself and the interests of the OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, employees, or subcontractors. As a minimum, CONTRACTOR shall secure and maintain the types of insurance as hereinafter specified, and shall submit evidence to OWNER on an annual basis that the insurance coverage are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to OWNER, but regardless of such acceptance it shall be the responsibility of CONTRACTOR to maintain adequate insurance coverage until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraph 13.07 Failure of CONTRACTOR to maintain adequate coverage shall not relieve him/her of any contractual responsibility or obligation.

1. Public Liability and Property Damage Insurance

a. For CONTRACTOR

This insurance shall protect the CONTRACTOR from claims for bodily injury, personal injury, and property damage (except automotive equipment), which may arise because of the nature of the work, or from operations under this CONTRACT.

b. For OWNER and ENGINEER

The separate policy of insurance shall name the OWNER and its employees and officials and the ENGINEER as additional insured. The original insurance policy shall be submitted for retention by the OWNER. This separate policy shall provide coverage to said OWNER and its employees and officials with respect to said work. Both bodily injury, personal injury, and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primarily coverage to the full limit of liability stated in the declarations, and if said OWNER and its employees and officials have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

c. Property Insurance

CONTRACTOR shall purchase and maintain until final payment property insurance upon the work at the site to the full insurable value thereof. This insurance shall include the interests of OWNER, CONTRACTOR, and Subcontractors, (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in paragraph SC 5.3.4., and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property. If not covered under the "all-risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment.

d. Amount of Coverage

Each of the above public liability and property damage policies of insurance shall provide coverage in the following minimum limits of liability:

- (1) One million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury or death to each person;
- (2) One million dollars (\$1,000,000.00) for property damage resulting from any one accident;
- (3) Five million dollars (\$5,000,000.00) general aggregate limit;

e. Subcontractors

The public liability and property damage insurance shall not be deemed to require the CONTRACTOR to have his/her Subcontractors named as co-insured in his/her policy of public liability and property damage, but the policy shall protect him/her from contingent liability, which may arise from the operations of his/her Subcontractors. Also, the CONTRACTOR, shall secure certificates of insurance as evidence that each Subcontractor carries

insurance to provide coverage under this Contract to the same limits as is required by the CONTRACTOR. The CONTRACTOR shall submit copies of his/her Subcontractors insurance certificates to the OWNER as evidence of insurance coverage.

f. Included Coverage

The above public liability and property damage insurance shall also include the following coverage:

- (1) Comprehensive
- (2) Premises
- (3) Contractor's protective (Subcontractors to the CONTRACTOR) Liability.
- (4) Personal injury (false arrest, malicious prosecution and unlawful detention or imprisonment; libel, slander, and defamation of character; wrongful eviction, invasion of privacy and wrongful entry). Employee exclusion shall be removed.
- (5) Broad Form Property Damage.
- (6) XCU (explosion, collapse, underground damage). Exclusions deleted when applicable to operations performed by the CONTRACTOR or his/her Subcontractors.
- (7) Completed operation and product liability coverage for the life of the Contract and maintain such coverage for a period of three (3) years after final acceptance of the work by the OWNER.
- (8) CONTRACTOR Liability with respect to the hold harmless Agreement as herein stated.

g. Comprehensive Automobile Liability

This insurance shall cover owned, hired, and other non-owned automobiles and shall protect the CONTRACTOR from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. The automobile insurance shall provide minimum limits of liability for bodily injury of \$500,000 for each person and \$1,000,000 each occurrence, and \$500,000 of property damage each occurrence.

h. Umbrella Policy

At the option of the CONTRACTOR, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required, and further provided that the umbrella policy minimum limits of coverage are \$5,000,000 per occurrence and \$5,000,000 aggregate. The umbrella coverage shall not apply to the OWNER'S protective policy.

2. Worker's Compensation Insurance

Before beginning the work, the CONTRACTOR shall furnish to the OWNER satisfactory proof that he/she has taken out, for the period covered by the work under this Contract, full worker's compensation insurance and, in addition, employee's liability insurance in an amount not less than \$1,000,000 for each occurrence, for all persons whom he/she may employ in carrying out the work contemplated under this Contract. In the event that the work of this Contract falls within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under Admiralty and Railroad Employees Federal Liability Act CONTRACTOR shall extend his/her worker's compensation insurance to provide and maintain in full force and effect during the period covered by this Contract insurance coverage under one or both of these Acts. Policies hereunder shall include an "all states" endorsement.

The insurer shall agree to waive all rights of subrogation against the OWNER, its officials, employees and volunteers for losses arising from work performed by CONTRACTOR for the OWNER.

3. Worker's Occupational Diseases Insurance

Worker's occupational disease insurance shall be taken out covering all persons whom the CONTRACTOR may employ in carrying out the work contemplated under this Contract.

4. Builder's Risk Insurance

"All Risk" builder's risk insurance, in an amount equal to the contract price, shall cover, but shall not be limited to, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, flood, and

earthquake. This insurance shall name the OWNER and the Contractor as insured and shall include coverage, but not by way of limitation, for all damage or loss to the work and to appurtenances, to materials and equipment to be used on the project while the same are in transit, or stored on or off the project site, and to construction plant and temporary structures.

SC 5.07 Delete Paragraph 5.07 of the General Conditions in its entirety and insert the following:

SC 5.07 Waiver of Rights

A. "OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs in this document and any other property insurance applicable to the work, and also waive all such rights against the Subcontractors, and all other parties named as insured in such policies for losses and damages so caused. As required by Paragraph 6.06.G, each Subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, CONTRACTOR, and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued."

B. "OWNER and CONTRACTOR intend that any policies provided in response to this document shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby.

Accordingly, all such policies shall 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 of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by any Subcontractor, CONTRACTOR will obtain the same."

SC 5.08 and 5.09 Delete Paragraphs 5.08 and 5.09 of the General Conditions in their entirety.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC 6.05.G Add a new Paragraph 6.05 G immediately after Paragraph 6.05.F which is to read as follows:

"When substitutes are proposed and accepted by ENGINEER, and it is found that such substitutes alter the design or space requirements indicated on Drawings, CONTRACTOR shall be responsible for the costs involved to revise the design

and construction, including the costs associated with the Work of other contractors due to such variance in design or space requirements. CONTRACTOR shall therefore thoroughly investigate the design parameters, conditions, and space requirements of potential substitutes with respect to the Contract Drawings and Specifications prior to requesting such substitutes, and shall submit evidence of such investigation to ENGINEER.”

SC 6.06.A and 6.06.B Delete Paragraphs 6.06.A and 6.06.B of the General Conditions in their entirety and insert the following:

A. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principle items of material or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he/she has reasonable objection.

B. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR, CONTRACTOR shall submit an acceptable substitute. CONTRACTOR shall not, without the consent of OWNER, make substitution for any Subcontractor, other person or organization who has been accepted by OWNER.

SC 6.06.G Delete Paragraph 6.06 G of the General Conditions in its entirety and insert the following:

“All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER and contains waiver provisions as required by Paragraph SC 5.07 CONTRACTOR shall pay each Subcontractor a just share of any insurance monies received by CONTRACTOR on account of losses under policies issued pursuant to Paragraph SC 5.03.A.4.”

SC 6.08 Add the following language at the end of Paragraph 6.08 of the General Conditions which is to read as follows:

“Copies of all permits and licenses prepared or obtained by CONTRACTOR shall be submitted to OWNER prior to the commencement of construction. Copies of all permits and licenses obtained by OWNER shall be made available to CONTRACTOR and maintained by CONTRACTOR at project site.”

SC 6.20 Delete Article 6.20 of the General Conditions in its entirety and insert the following in its place:

“To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Village, its officials, agents, consultants, representatives and employees (the “Indemnified Village Parties”) and the Engineer harmless against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (the “Claims”), which may in anywise accrue against the Indemnified Village Parties, including attorney’s fees and court costs, arising in whole, in part, or as a consequence of the performance of the work by the Contractor, its employees or subcontractors. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Village Parties, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Without limiting the generality of the foregoing indemnity, the Contractor shall indemnify, defend and hold the Indemnified Village Parties harmless from all Claims brought pursuant to any statute, law, order, or decree, which Claim arises from or is related to the Contractor’s performance of the work. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Village Parties as herein provided.”

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC 8.01 Delete Paragraph 8.01 of the General Conditions in its entirety.

ARTICLE 10 - CHANGES IN THE WORK

SC 10.03 Amend the first sentence of Paragraph 10.03 of the General Conditions to read as follows:

"OWNER, after consideration and approval, may execute appropriate Change Orders (or Written Amendments) with CONTRACTOR covering."

And as so amended, Paragraph 10.03 remains in effect.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC 14.02.A.3 Amend Paragraph 14.02.A.3 of the General Conditions by deleting the word "Agreement" and inserting the words "Supplemental Conditions" in its place.

And as so amended, Paragraph 14.02.A.3 remains in effect.

SC 14.02.A.4 Add new Paragraphs 14.02.A.4 and 14.02.A.5 after Paragraph 14.02.A.3 of the General Conditions which are to read as follows:

4. "Retainage:

After each Application for Payment has been found acceptable by OWNER, OWNER will pay an amount equal to the value of the Work completed less any previous payments to CONTRACTOR. An amount will be retained on each payment in accordance with the following schedule:

(1) Ten percent (10%) until FINAL COMPLETION.

5. Per Public Act 87-773, effective January 1, 1993, which amended the Local Government Prompt Payment Act, the following is included:

“When CONTRACTOR receives any payment, CONTRACTOR shall pay each Subcontractor and material supplier in proportion to the work completed by each Subcontractor and material supplier their application less any retention. If CONTRACTOR receives less than the full payment due under the public construction contract, CONTRACTOR shall be obligated to disburse on a pro-rata basis those funds received, with CONTRACTOR, Subcontractor, and material suppliers each receiving a pro-rated portion based on the amount of payment. When, however, OWNER does not release the full payment due under the contract because there are specific areas of work or materials OWNER or CONTRACTOR is rejecting or because CONTRACTOR has otherwise determined such areas are not suitable for payment, then those specific Subcontractors or material suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other Subcontractors and material suppliers shall be paid in full. If CONTRACTOR, without reasonable cause, fails to make any payment to his/her Subcontractors or material suppliers within fifteen (15) calendar days after receipt of payment under the public construction contract, CONTRACTOR shall pay to his/her Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of not less than two percent (2%) per month, calculated from the expiration date of the fifteen (15) day period until fully paid. This subsection shall also apply to any payments made by Subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.”

SC 14.02.B.1 Amend the first sentence of Paragraph 14.02.B.1 of the General Conditions by deleting the words "ten days" and inserting the words "30 days" in its place.

And as so amended, Paragraph 14.02.B.1 remains in effect.

SC 14.02.B.5 Add two new Paragraphs 14.02.B.5.e and 14.02.B.5.f immediately after Paragraph 14.02.B.5.d of the General Conditions which are to read as follows:

e. the CONTRACTOR failed to supply lien waivers for materials, equipment, and Subcontract Work completed to date.

f. Of reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price.

And as so amended, Paragraph 14.02.B.5 remains in effect.

SC 14.04.B Delete Paragraph 14.04.B of the General Conditions in its entirety and replace it with the following:

B. Within a reasonable time 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.

And as so amended, Paragraph 14.04.B remains in effect.

SC 14.04.D Delete Paragraph 14.04.D in its entirety.

SC 14.04.E Amend Paragraph 14.04.E of the General Conditions by deleting the following words "on the tentative list." and insert the following words "required by the Contract Documents." in their place.

And as so amended, Paragraph 14.04.E remains in effect.

SC 14.05 Delete Paragraph 14.05.A.4 of the General Conditions in its entirety.

And as so amended, Paragraph 14.05 remains in effect.

SC 14.09 Delete Paragraph 14.09.A.1 of the General Conditions in its entirety.

And as so amended, Paragraph 14.09 remains in effect.

SC 14.10 Add a new paragraph immediately after Paragraph 14.09 of the General Conditions which is to read as follows:

“Liquidated Damages:

Should CONTRACTOR or Surety fail to complete the Work within the time set forth in paragraph 3.1 of the Contract Documents or within such extra time as

may be allowed by extension, there shall be deducted from any monies due or that may become due CONTRACTOR or Surety the sum set forth in paragraph 3.2 of the Contract Documents for each and every calendar day, including Sundays and holidays, that the Work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due OWNER from CONTRACTOR or Surety because of OWNER'S loss of income and other costs incurred resulting from the failure to complete the Work within the time specified. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC 15.01 Amend the first sentence of Paragraph 15.01 of the General Conditions by deleting the words "and Engineer".

And as so amended, Paragraph 15.01 remains in effect.

SC 15.03 Amend the first sentence of Paragraph 15.4 of the General Conditions by deleting the words "and ENGINEER".

And as so amended, Paragraph 15.03 remains in effect.

SC 15.04 Delete Paragraph 15.04 of the General Conditions in its entirety and replace it with the following: "If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 120 consecutive days by OWNER or under an order of court, or other public authority, the CONTRACTOR may, upon seven days' written notice to OWNER, terminate the Agreement and recover from OWNER payment on the same terms as provided in Paragraph 15.03.

ARTICLE 16 – DISPUTE RESOLUTION

SC 16.01 Delete Article 16 of the General Conditions in its entirety and insert the following in its place:

SC 16.01 Methods and Procedures

A. The OWNER and CONTRACTOR may request mutual mediation of any Claim submitted to ENGINEER for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract.

Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. OWNER and CONTRACTOR shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

ARTICLE 17 - MISCELLANEOUS

SC 17.01 Amend Paragraph 17.01.A.2 of the General Conditions by inserting the words "(return receipt)" immediately following the words, "certified mail."

And as so amended, Paragraph 17.01 remains in effect.

SC 17.01 B Add a new Paragraph 17.01.B immediately after Paragraph 17.01.A of the General Conditions which is to read as follows:

"Whenever any provision of the Contract Documents requires the delivery of any Bond, Agreement, Certificate of Insurance or any other item, it shall be deemed to have been validly delivered if given in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if given at or sent by registered or certified mail (return receipt), postage prepaid, to the last business address known to him/her who delivers the article."

SC 17.02 Amend Paragraph 17.02 of the General Conditions by deleting the second sentence in its entirety.

And as so amended, Paragraph 17.02 remains in effect.

END OF SECTION

P R E V I A T T I N G O F W A G E S

N O T F O R B I D D E N

NOT FOR BID

DuPage County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

| Trade Name | RG | TYP | C | Base | FRMAN | M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|------------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| ===== | == | == | = | ===== | ===== | ===== | == | == | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN | | ALL | | 37.100 | 37.600 | 1.5 | 1.5 | 2.0 | 13.38 | 9.520 | 0.000 | 0.500 |
| ASBESTOS ABT-MEC | | BLD | | 35.100 | 37.600 | 1.5 | 1.5 | 2.0 | 11.17 | 10.76 | 0.000 | 0.720 |
| BOILERMAKER | | BLD | | 44.240 | 48.220 | 2.0 | 2.0 | 2.0 | 6.970 | 17.54 | 0.000 | 0.350 |
| BRICK MASON | | BLD | | 41.580 | 45.740 | 1.5 | 1.5 | 2.0 | 9.700 | 12.80 | 0.000 | 1.040 |
| CARPENTER | | ALL | | 42.520 | 44.520 | 1.5 | 1.5 | 2.0 | 13.29 | 12.75 | 0.000 | 0.630 |
| CEMENT MASON | | ALL | | 38.500 | 40.500 | 2.0 | 1.5 | 2.0 | 12.16 | 16.25 | 0.000 | 0.430 |
| CERAMIC TILE FNSHER | | BLD | | 34.810 | 0.000 | 2.0 | 1.5 | 2.0 | 10.20 | 7.830 | 0.000 | 0.640 |
| COMMUNICATION TECH | | BLD | | 32.650 | 34.750 | 1.5 | 1.5 | 2.0 | 9.550 | 15.16 | 1.250 | 0.610 |
| ELECTRIC PWR EQMT OP | | ALL | | 37.890 | 51.480 | 1.5 | 1.5 | 2.0 | 5.000 | 11.75 | 0.000 | 0.380 |
| ELECTRIC PWR GRNDMAN | | ALL | | 29.300 | 51.480 | 1.5 | 1.5 | 2.0 | 5.000 | 9.090 | 0.000 | 0.290 |
| ELECTRIC PWR LINEMAN | | ALL | | 45.360 | 51.480 | 1.5 | 1.5 | 2.0 | 5.000 | 14.06 | 0.000 | 0.450 |
| ELECTRIC PWR TRK DRV | | ALL | | 30.340 | 51.480 | 1.5 | 1.5 | 2.0 | 5.000 | 9.400 | 0.000 | 0.300 |
| ELECTRICIAN | | BLD | | 37.160 | 40.880 | 1.5 | 1.5 | 2.0 | 9.550 | 17.39 | 4.480 | 0.680 |
| ELEVATOR CONSTRUCTOR | | BLD | | 49.900 | 56.140 | 2.0 | 2.0 | 2.0 | 12.73 | 13.46 | 3.990 | 0.600 |
| FENCE ERECTOR | NE | ALL | | 34.840 | 36.840 | 1.5 | 1.5 | 2.0 | 12.86 | 10.67 | 0.000 | 0.300 |
| FENCE ERECTOR | W | ALL | | 45.060 | 48.660 | 2.0 | 2.0 | 2.0 | 9.390 | 17.69 | 0.000 | 0.400 |
| GLAZIER | | BLD | | 40.000 | 41.500 | 1.5 | 2.0 | 2.0 | 12.49 | 15.99 | 0.000 | 0.940 |
| HT/FROST INSULATOR | | BLD | | 46.950 | 49.450 | 1.5 | 1.5 | 2.0 | 11.17 | 11.96 | 0.000 | 0.720 |
| IRON WORKER | E | ALL | | 42.070 | 44.070 | 2.0 | 2.0 | 2.0 | 13.45 | 19.59 | 0.000 | 0.350 |
| IRON WORKER | W | ALL | | 45.060 | 48.660 | 2.0 | 2.0 | 2.0 | 9.390 | 17.69 | 0.000 | 0.400 |
| LABORER | | ALL | | 37.000 | 37.750 | 1.5 | 1.5 | 2.0 | 13.38 | 9.520 | 0.000 | 0.500 |
| LATHER | | ALL | | 42.520 | 44.520 | 1.5 | 1.5 | 2.0 | 13.29 | 12.75 | 0.000 | 0.630 |
| MACHINIST | | BLD | | 43.920 | 46.420 | 1.5 | 1.5 | 2.0 | 6.760 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS | | ALL | | 30.520 | 0.000 | 1.5 | 1.5 | 2.0 | 9.700 | 12.55 | 0.000 | 0.590 |
| MARBLE MASON | | BLD | | 40.780 | 44.860 | 1.5 | 1.5 | 2.0 | 9.700 | 12.71 | 0.000 | 0.740 |
| MATERIAL TESTER I | | ALL | | 27.000 | 0.000 | 1.5 | 1.5 | 2.0 | 13.38 | 9.520 | 0.000 | 0.500 |
| MATERIALS TESTER II | | ALL | | 32.000 | 0.000 | 1.5 | 1.5 | 2.0 | 13.38 | 9.520 | 0.000 | 0.500 |
| MILLWRIGHT | | ALL | | 42.520 | 44.520 | 1.5 | 1.5 | 2.0 | 13.29 | 12.75 | 0.000 | 0.630 |
| OPERATING ENGINEER | | BLD | 1 | 46.100 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD | 2 | 44.800 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD | 3 | 42.250 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD | 4 | 40.500 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD | 5 | 49.850 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD | 6 | 47.100 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | BLD | 7 | 49.100 | 50.100 | 2.0 | 2.0 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 1 | 44.300 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 2 | 43.750 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 3 | 41.700 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 4 | 40.300 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 5 | 39.100 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 6 | 47.300 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| OPERATING ENGINEER | | HWY | 7 | 45.300 | 48.300 | 1.5 | 1.5 | 2.0 | 16.60 | 11.05 | 1.900 | 1.250 |
| ORNAMNTL IRON WORKER E | | ALL | | 42.900 | 45.400 | 2.0 | 2.0 | 2.0 | 13.11 | 16.40 | 0.000 | 0.600 |
| ORNAMNTL IRON WORKER W | | ALL | | 45.060 | 48.660 | 2.0 | 2.0 | 2.0 | 9.390 | 17.69 | 0.000 | 0.400 |
| PAINTER | | ALL | | 40.980 | 42.980 | 1.5 | 1.5 | 1.5 | 10.00 | 8.200 | 0.000 | 1.350 |
| PAINTER SIGNS | | BLD | | 33.920 | 38.090 | 1.5 | 1.5 | 1.5 | 2.600 | 2.710 | 0.000 | 0.000 |
| PILEDRIVER | | ALL | | 42.520 | 44.520 | 1.5 | 1.5 | 2.0 | 13.29 | 12.75 | 0.000 | 0.630 |
| PIPEFITTER | | BLD | | 41.200 | 43.200 | 1.5 | 1.5 | 2.0 | 9.750 | 17.59 | 0.000 | 1.710 |
| PLASTERER | | BLD | | 41.250 | 43.760 | 1.5 | 1.5 | 2.0 | 9.700 | 13.08 | 0.000 | 0.980 |
| PLUMBER | | BLD | | 41.200 | 43.200 | 1.5 | 1.5 | 2.0 | 9.750 | 17.59 | 0.000 | 1.710 |

| | | | | | | | | | | |
|---|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| ROOFER | BLD | 39.200 | 42.200 | 1.5 | 1.5 | 2.0 | 8.280 | 9.690 | 0.000 | 0.430 |
| SHEETMETAL WORKER | BLD | 43.250 | 45.250 | 1.5 | 1.5 | 2.0 | 10.65 | 12.90 | 0.000 | 0.820 |
| SPRINKLER FITTER | BLD | 49.200 | 51.200 | 1.5 | 1.5 | 2.0 | 10.75 | 8.850 | 0.000 | 0.450 |
| STEEL ERECTOR | E ALL | 42.070 | 44.070 | 2.0 | 2.0 | 2.0 | 13.45 | 19.59 | 0.000 | 0.350 |
| STEEL ERECTOR | W ALL | 45.060 | 48.660 | 2.0 | 2.0 | 2.0 | 9.390 | 17.69 | 0.000 | 0.400 |
| STONE MASON | BLD | 41.580 | 45.740 | 1.5 | 1.5 | 2.0 | 9.700 | 12.80 | 0.000 | 1.040 |
| SURVEY WORKER -> NOT IN EFFECT | | 37.000 | 37.750 | 1.5 | 1.5 | 2.0 | 12.97 | 9.930 | 0.000 | 0.500 |
| TERRAZZO FINISHER | BLD | 36.040 | 0.000 | 1.5 | 1.5 | 2.0 | 10.20 | 9.900 | 0.000 | 0.540 |
| TERRAZZO MASON | BLD | 39.880 | 42.880 | 1.5 | 1.5 | 2.0 | 10.20 | 11.25 | 0.000 | 0.700 |
| TILE MASON | BLD | 41.840 | 45.840 | 2.0 | 1.5 | 2.0 | 10.20 | 9.560 | 0.000 | 0.880 |
| TRAFFIC SAFETY WRKR | HWY | 28.250 | 29.850 | 1.5 | 1.5 | 2.0 | 4.896 | 4.175 | 0.000 | 0.000 |
| TRUCK DRIVER | ALL 1 | 32.550 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TRUCK DRIVER | ALL 2 | 32.700 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TRUCK DRIVER | ALL 3 | 32.900 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TRUCK DRIVER | ALL 4 | 33.100 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.150 |
| TUCKPOINTER | BLD | 40.950 | 41.950 | 1.5 | 1.5 | 2.0 | 9.700 | 11.93 | 0.000 | 0.630 |

Legend:

RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by

setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards;

Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the

classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

NOT FOR BID

**SPECIAL AGENTS
DIVISION 1
GENERAL
REQUIREMENTS**

NOT FOR

NOT FOR BID

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FOR

PART I

GENERAL REQUIREMENTS

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NOT FOR BID

1.01 SUMMARY OF WORK

A. GENERAL

1. Work Covered By Contract Documents

The work to be performed is generally described in the Invitation to Bid and indicated in the Contract Documents. The proposed work is officially known as the “2014 Sewer Rehabilitation Program” and consists of flexible cured-in-place inversion sewer lining of approximately 6,000 linear feet of sanitary sewer ranging in size from 8” to 10” in diameter, two point repairs and one lateral T-liner.

2. Contractor's Duties

- a. Except as specifically noted, provide and pay for:
 - 1) Labor, materials, and equipment.
 - 2) Tools, construction equipment, and machinery.
 - 3) Samples, shipping costs, and tests.
 - 4) Necessary utilities, such as water supply, electrical power, telephones, roads, fences, and sanitary facilities, including maintenance thereof.
 - 5) Other facilities and services necessary for proper execution and completion of work.
- b. Perform all the work described in these General Requirements except where specifically indicated to be done by others.
- c. Maintain structural integrity operation and working conditions of the sanitary sewer system during performance of the work.
- d. Pay legally required patent fees, sales, consumer, and use taxes.
- e. Secure and pay for legally required permits, licenses, and government fees.
- f. Give required notices.
- g. Employ workmen and foremen with sufficient knowledge, skill, and experience to perform the work assigned to them.

- h. Comply with codes, laws, ordinances, rules, regulations, orders, and other legal requirements of public authorities bearing on the conduct of the work.
 - i. Submit written notice to the Engineer of observed variance of Contract Documents from legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the work.
 - j. Enforce discipline and good order among Contractor and subcontractor employees. Any person employed by Contractor or subcontractors who does not perform his work in a skillful manner, is incompetent, or acts in a disorderly or intemperate manner shall, at the written request of Owner, be removed from the project immediately and shall not be employed in any portion of the work without the approval of Owner.
 - k. Provide at all times facilities for access and inspection of the work by representatives of Owner and by official governmental agencies designated by Owner as having the right to inspect the work.
 - l. Cooperate with other contractors who may be performing work of Owner, and with Owner's employees working in the vicinity of the work done under the Contract.
 - m. Submit shop drawings on all materials and equipment to be installed on the project.
 - n. Contractor shall submit to the Engineer proposed weekly schedule of activities and simultaneously distribute notices required by Owner to the residents under direction of the Engineer.
3. Contractor's Use of Premises
- a. Confine operations at site to areas permitted by law, ordinances, permits, and the Contract Documents.
 - b. Do not load or permit any part of a structure to be subjected to any force that will endanger its safety.
 - c. Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke.

- d. Assume responsibility for protection and safekeeping of products stored on premises.
 - e. Do not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority.
 - f. Move stored products which interfere with the operations of Owner or other Contractors.
 - g. Contractor shall obtain and pay for a storage yard to store material and locate the contractor's trailer.
 - h. No alcohol shall be consumed on the site.
4. Existing Facilities
- a. The existing facilities will be in continuous operation during the construction period.
 - b. Submit for approval a construction sequence, and written explanations of the temporary facilities and appurtenances intended to be used in maintaining the uninterrupted operation of the existing sanitary sewer system and any other affected utilities.
5. Dimensions of Existing Structures
- Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.
6. Partial Owner Occupancy
- a. Owner, at its discretion, may place into service certain portions of the completed work.
 - b. Provide proper access to Owner's personnel for this purpose.
 - c. Use and operation of a completed portion by Owner will constitute acceptance of that work. Notify Owner when it should cover with its own insurance the work placed in beneficial use.

- d. Liability of Contractor for defects due to faulty construction will extend for three years after the work is placed in service.
- e. Payment will be made for that portion of the work placed in service by Owner, including any retained percentage of the amount due, immediately after the work is placed in service. The value of any uncompleted portion of the work placed in service will be excluded from the payment.

7. Sequence of Construction

- a. The Owner and Engineer will work closely with contractor to coordinate efforts with other Village projects.
- b. The Contractor shall schedule work to cause as little inconvenience to the public as possible.
- c. Prior to final clean up and restoration, the Contractor shall ensure that all testing has been completed and accepted by the Engineer.
- d. The Contractor shall submit to the Engineer each week the next weeks proposed activities.

8. Construction Restrictions

Contractor shall in all times maintain vehicle access to all properties.

9. Abbreviations

The following abbreviations as used in the Contract Documents have the listed meanings:

- A.....ampere
- AASHTOAmerican Association of State Highway and Transportation Officials
- ACI.....American Concrete Institute
- ANSIAmerican National Standards Institute
- AREA.....American Railroad Engineers Association
- ASTMAmerican Society for Testing and Materials
- AWWAAmerican Water Works Association
- Bil.....basic impulse insulation level
- BODbiochemical oxygen demand
- btuBritish Thermal Unit

NBBPVINational Board of Boiler and Pressure Vessel Inspectors
NBSNational Bureau of Standards
NECNational Electrical Code
NEMANational Electrical Manufacturers Association
NFPA.....National Fire Protection Association
nonumber

OSHAOccupational Safety and Health Administration

ppm.....parts per million
psfpounds per square foot
psipounds per square inch gauge
pvcpolyvinyl chloride

sfsquare feet
sqsquare
SSPC.....Steel Structural Painting Counsel
sysquare yard

Vvolt

UL.....Underwriters Laboratory
U.S.....United States

END OF SECTION 1.01

1.02 SUBMITTALS

A. GENERAL

1. Progress Schedule

- a. Prepare a progress schedule showing proposed dates of starting and completing the work.
- b. The schedule shall be consistent with the time and order of work requirements of the Specifications, and shall be the basis of Contractor's operations.
- c. Submit three copies to the Owner within 5 days after the effective date of Award.

2. Closeout Submittals

- a. Special guarantees and bonds.
- b. Contractor's Waiver of Liens.
- c. Separate Waivers of Lien for subcontractors, suppliers, and others with lien rights against property of Owner.
- d. Final payment request.
- e. Red-line mark-ups noting all field changes

3. Work Schedule

- a. Prepare a detailed weekly work schedule and submit the schedule to the Engineer on the Thursday before the schedule is to take effect.
- b. Contractor shall update the weekly work schedule on a daily basis so to advise the Engineer where and on what the Contractor will be working.

4. Notice to Residents

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following

- a. The Contractor shall distribute notices to all residences directly affected by proposed construction. The notices shall inform the resident as to when and where construction is to occur, the work being performed, the hours which the work will be performed, and if necessary the need to close a portion of the street

or driveway. The letter shall also indicate a local telephone number of the Contractor they can call should any problems arise.

- b. Notices shall be distributed at least two (2) days prior to construction but not more than ten (10) days. Most feasible timing will be decided during preconstruction meeting. If necessary, Contractor may be required to distribute the notices more than once.
 - c. Shape, format, and text of the notice shall be approved by the Owner and Engineer.
 - d. Copies of the notice are to be provided to the Owner and the Engineer. The notice is to reference the Village of Villa Park Public Works Department for response to questions and authorization.
 - e. Personal contact shall be attempted and written notice provided the day prior to the beginning of work being conducted on the section relative to the residents affected.
 - f. Personal contact is also required with any home or business that cannot be reconnected within the time stated in the written notice.
5. Pre-Construction Video-recording
- a. Provide color audio-video recording in digital format of point repair and T-liner area prior to start of construction, as specified herein.
 - b. Schedule video recording so that the project area is recorded within one week of the start of construction.
 - c. Provide coverage of entire area where open-cut construction activities are to be undertaken in relation to this project.
 - d. Make audio description simultaneously with video coverage. Include coverage, but not limited to, all existing roadways, curbs, driveways, sidewalks, parkways, backyards (for work in rear easements), landscaping and trees. Identify houses and buildings with their related coverage items, audibly and visually by address.
 - e. Begin each recording with the current date, project name, owner and location.
 - f. Record at a rate of speed not exceeding 40 feet per minute. Control panning rates and zoom-in and zoom-out rates to provide clarity of the viewed object during playback.

- g. Perform all video recording during times of good visibility.
 - h. The Engineer has the authority to designate what areas may be omitted or added for audio-video coverage.
 - i. Perform all video recording during regular business hours, unless otherwise specified by the private property Owner or Engineer. Enter and leave private property in a professional and orderly, workmanship like manner.
 - j. The Engineer has the authority to reject all or any portion of the videotape not conforming to these specifications. Recordings not found acceptable by the Engineer shall be re-recorded at no cost to the Owner.
 - k. Construction will not be allowed to commence without approved (by Engineer) video recordings of the construction areas.
 - l. Upon acceptance of the video recordings by the Engineer they will become the property of the Owner.
5. Record Drawings

The Contractor shall keep one (1) record copy of all Specifications, Drawings, Addenda, Modifications and shop Drawings at the site in good order and annotated to show all changes made during the construction process. These documents shall be kept current at all times and may be subject to the Engineer's review prior to approval of partial payments. These shall be available to the Engineer and shall be delivered to him or the Owner upon completion of the Project.

6. Additional Submittals

See also the following sections for additional submittal requirements.

- a. 2.02 Cleaning and Televising
- b. 2.03 Flexible Cured-in-Place Sewer
- c. 2.04 Point Repairs
- d. 2.05 Restoration

B. MEASUREMENT AND PAYMENT

Unless specified no separate Contract Prices are established for Submittals.

END OF SECTION 1.02

NOT FOR BID

1.03 CONTROL OF CONSTRUCTION SITE

A. GENERAL

1. Removal of Debris

Keep the work sites free from accumulating waste materials and rubbish caused by his work or employees. All materials and equipment required on the site shall be kept in such a manner so as to cause a minimum of inconvenience and nuisance to other Contractors and the general public. The site shall be kept broom clean.

2. Traffic Control and Protection

- a. Traffic control and protection and all requirements thereof shall be considered incidental to the contract.
- b. Contractor shall, at all times, conduct the work in such a manner as to ensure least obstruction to vehicular and pedestrian traffic while paying particular attention to avoid inconvenience in hospital and school zones. Notify Engineer at least three work days in advance of starting any construction work which might inconvenience or endanger traffic.
- c. When any section or portion of road is closed to traffic, at a minimum, "road closed to through traffic" signs shall be placed at both ends of the block and detour signs shall be placed to detour traffic around the closed road section, as directed by Owner.
- d. Replace any traffic sign or post which has been damaged or removed because of the Contractor's operations.
- e. Contractor shall provide access to private property. Driveways, sidewalks, and alleys shall not be blocked for periods greater than two hours.

3. Equipment Operation

- a. Where the Contractor's equipment is operated on any portion of a traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operations. The cost of this work shall be included in the unit price bid and no additional compensation will be allowed.
- b. Protect traveled surfaces and structures on or adjacent to the work, in a manner satisfactory to the Engineer, from damage by lugs or cleats or

equipment. Walking of tracked-rolled equipment directly on paved streets, driveways, curbs, or sidewalks shall not be allowed.

- c. Equipment used in the performance of the work shall comply with legal loading limits established by the statutes of State or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Engineer. Before using any equipment which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for an analysis of stresses to determine whether or not the proposed loading is within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

4. Utilities

- a. Information about existing underground utilities and their location is not shown on drawings, and/or it is not complete. It is contractors solely responsibility to call JULIE and obtain utility location, and notify each utility owner at least 48 hours prior to undertaking any construction activities which may disrupt operation of any utility.

5. Water

- a. A record shall be kept of the quantity of water used for sewer jetting, grass watering and other construction related purposes. A hydrant meter with backflow preventer for this purpose may be provided by the owner. Deposit is required to be refunded upon work completion if hydrant meter is returned in good condition.
- b. Locations for obtaining water shall be at the sole discretion of the owner and will be provided at the pre-construction conference. Water will be provided at no cost to the contractor provided that the water is not wasted. If this occurs, a deposit will be required for payment of water used.

6. Accident Reporting

a. Notification

Accidents occurring on the job which damage public or private property, or result in injury to workers or other persons, shall be promptly reported to the Village of Villa Park.

b. Utilities

Accidents involving utilities shall also be reported to them. This applies to all accidents, including, but not limited to, traffic accidents, broken pipe lines, power and telephone facilities and damage to adjacent properties.

7. Superintendent

The Superintendent of the job must have a beeper and portable phone, so he may be reached at all times during the working day.

8. Protection of Sewers

Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.

a. Divert sewage flow interfering with construction to alternate sewers. Prior to commencing excavation and construction, submit to Engineer for review, detailed plans, including routing and connections, required to handle and dispose of sanitary wastes. By reviewing plan, Engineer neither accepts responsibility for adequacy thereof nor for damages to public or private property resulting therefrom, such responsibilities remain with Contractor.

b. Inlet and Pipe Protection shall be provided by the use of Inlet Filters in accordance with the IDOTSPECS Article 280.04 and Article 1081.15(h)

9. Disposal of Excess Excavated Materials

a. In backyard easement excavated material shall be placed back in the excavations wherever possible.

b. Disposal of excess excavated material and excavated material from the street point repairs shall be taken to a designated Public Works location in the Village of Villa Park.

10. Working in Rear Yard Easement

Rubber-tired/rubber-tracked vehicles will only be permitted for work that requires access through residents' property

B. MEASUREMENT AND PAYMENT

No separate Contract Prices are established for Control of Construction Site unless specified. All costs shall be included in the unit or lump sum prices for that item affected thereby.

END OF SECTION 1.03

NOT FOR BID

1.04 MEASUREMENT AND PAYMENT

A. GENERAL

The Contract price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Agreement shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the Contract prices.

1. Estimated Quantities

Quantities stipulated in the Bid Form or Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

2. Measurements and Payment

Payments will be made in accordance with the General Conditions for actual quantities constructed or installed in accordance with the Contract Documents, be they more or less than the listed quantities; said quantities being measured as hereinafter specified.

Payments for pre-construction cleaning and televising shall be paid per foot as each line segment is received and approved.

Payments for lining and lateral reinstatement shall be paid for per foot/per each as each post-lining is received and approved.

Payments for T-liner shall be paid for as TV for each lateral line segment is received and approved, including payment for any cleanout. Unit prices for T-lining are outlined in Section 2.03

3. Items Not Listed In Contract

There shall be no measurement or separate payment for any items not listed in the Contract and all costs pertaining thereto shall be included in the contract unit prices for other items listed.

END OF SECTION 1.04

NOT FOR BID

1.05 MATERIAL AND PERFORMANCE TESTING

A. GENERAL

1. Scope

- a. Perform the inspections and tests required by the Specifications.
- b. Provide product certification as required by the Specifications.
- c. Neither observations by Engineer, nor inspections, tests, or approvals by other than Contractor, shall relieve Contractor from his obligation to perform the work in accordance with the requirements of the Contract Documents.

B. MEASUREMENT AND PAYMENT

No Contract Prices are established for Material and Performance Testing.

END OF SECTION 1.05

NOT FOR BID

**SPECTIFICATIONS
DIVISION 2
STEE WORK**

NOT FOR

NOT FOR BID

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| 2.03 | FLEXIBLE CURED-IN-PLACE SEWER |
| 2.04 | POINT REPAIRS |
| 2.05 | RESTORATION |

NOT FOR BID

2.01 SITE PREPARATION

A. GENERAL

1. Clear areas necessary for performance of the work and confine operations to that area provided through easements, licenses, agreements and rights-of-way. Entrance upon any lands outside of that area provided by easements, licenses, agreements or public rights-of-way, shall be at the Contractor's sole liability.
2. Do not occupy any portion of the project site prior to the date established in the Notice to Proceed without prior approval of the Owner.

B. MATERIALS

Not specified.

C. EXECUTION

1. General

Remove, relocate, reconstruct or work around natural obstructions, existing facilities and improvements encountered during site preparation as herein specified. Take care while performing site preparation work adjacent to facilities intended to remain in place. Promptly repair damage to existing facilities. Dispose of waste materials in a satisfactory manner off the work site.

2. Conditions survey: Provide video-recordings in accordance with Section 1.02 for point repair locations to establish condition prior to excavation.

D. MEASUREMENT AND PAYMENT

No contract prices are established for Site Preparation.

END OF SECTION 2.01

NOT FOR BID

2.02 CLEANING AND TELEVISIONING

A. GENERAL

1. This section governs all work required for sewer cleaning and sewer inspection by closed circuit televising.

B. EQUIPMENT

1. Hydraulic Sewer Cleaning Equipment

- a. Hydraulic sewer cleaning equipment shall be the movable dam type constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
- b. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
- c. Contractor shall take special precautions against flooding prior to using sewer cleaning balls or other equipment that cannot be collapsed instantly.

2. High Velocity hydro-Cleaning Equipment

- a. High velocity hydro-cleaning equipment shall have the following:
 - 1) A minimum of 700 feet of high pressure hose.
 - 2) Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
 - 3) A high velocity gun for washing and scouring manhole walls and floor.
 - 4) Capability of producing flows from a fine spray to a long distance solid stream.
 - 5) A 1,000-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
 - 6) Equipment operating controls located above ground.
 - 7) Minimum working pressure of 1,000 pounds per square inch at a 50 gpm rate.

3. Mechanical Cleaning Equipment

- a. Mechanical cleaning equipment shall be either power buckets or power rodders.
 - 1) Bucket Machines:

- a) Furnish with buckets in pairs and with sufficient dragging power to perform the work efficiently.
- b) Use V-belts for power transmission or have an overload device. No direct drive machines will be permitted.
- c) Be equipped with a take up drum and a minimum of 500 feet of cable.

2) Rodding Machines:

- a) Either sectional or continuous.
- b) Hold a minimum of 750 feet of rod.
- c) The rod shall be specifically heat-treated steel.
- d) The machine shall be fully enclosed and have an automatic safety throwout clutch or relief valve.

4. Closed Circuit Television Equipment

- a. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and pipe joint sealing and testing. The camera shall be operative in 100 percent humidity conditions.
- b. The TV camera shall have a movable head capable of internal viewing connected sanitary services.
- c. The TV camera shall be equipped with remote control devices to adjust the light intensity and at a minimum one thousand (1,000) feet of continuous cable shall be provided. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segments.
- d. The TV camera shall be able to provide a continuous image of not less than ninety percent (90%) of the internal pipe surface at all times for sewers 8" through 18" in diameter and not less than eighty percent (80%) of the internal pipe surface for sewers over 18" through 48" in diameter. Maximum acceptable speed of camera through sewer shall be thirty (30) feet per minute. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.
- e. Video shall visually display and include a narrative noting:
 - 1) Date, time of day, and depth of flow
 - 2) Sewer segment number "from manhole to manhole";
 - 3) Distance from upstream manhole
 - 4) Locations of service connections into sewer;

- 5) Location of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition and distance in feet from the upstream manhole centerline.
- f. The remote reading footage counter shall be accurate to two-tenths of a foot over the length of the particular section being inspected and shall be mounted over the television monitor.
- g. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500 line resolution color video picture.
- h. Digital images should be provided in the common format accessible by WIN Viewer, Pipe Viewer and Windows Media Player or approved equal.

C. EXECUTION

1. Sewer Cleaning

- a. The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the sewer lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. Sewer cleaning shall consist of root cutting, removal of dirt, grease, rocks, sand and other materials and obstructions from sewer lines and manhole troughs. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set on the other manhole and cleaning again attempted.
- b. Contractor shall perform all work in accordance with the latest OSHA confined space entry regulations.
- c. Satisfactory precautions shall be taken to protect the sewer segments and sewer manholes from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer segment are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the sewer segment involved.
- d. When hydraulic or high velocity cleaning equipment is used, a suitable sand trap, weir, or dam shall be constructed in the downstream manhole in such a manner that all solids and debris are trapped and removed, thereby preventing such material from passing into the next sewer reach.

- e. If conditions such as broken pipe and major blockages are encountered that prevent cleaning from being accomplished or where damage would result if cleaning were attempted or continued, Contractor shall immediately notify Owner. Owner shall be notified of any conditions which warrant termination of cleaning activities.

2. Debris Removal and Disposal

- a. Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation from the downstream manhole of the sewer segment being cleaned. Passing material from sewer segment to sewer segment shall not be permitted.
- b. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), Contractor shall clean such sewer segment(s) at no additional cost.
- c. When the bucket machines are being used, a suitable container shall be provided to receive the materials dumped from the buckets.
- d. Contractor at this discretion may use an approved container (roll off) for the storage of debris removed from the line segments. All material resulting from the cleaning operations shall be removed from the site when the container has reached 3/4 of its volume, or at least once each working day and disposed of at the permitted disposal site.
- e. Contractor shall be responsible for the disposal of all debris, silt, and accumulated solids removed from the sewer. contractor shall submit his plan for disposal to owner for approval prior to beginning the work. All debris, silt and solids removed by Contractor shall be disposed of by contractor in accordance with all appropriate codes, rules and regulations for the handling and disposal of such materials and shall be removed from the sewer prior to beginning the televised inspection. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed.
- f. Improper disposal of sewage or solids removed from the sewers may subject Contractor to fines imposed by Owner. In addition, Contractor may be subject to civil and/or criminal penalties for improper disposal under the law.

3. Internal Closed Circuit Television Inspection

- a. Inspection of sewer lines by CCTV shall be performed on all lines prior and after lining by trained experienced personnel that are PACP certified. The inspector shall use standard NASSCO PACP coding throughout.
- b. Contractor shall take all necessary measures to televise the internal surface of each sewer segment in its entirety.
- c. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, in accordance with NASSCO recommended practices.
- d. If any obstruction in the sewer segment such as a protruding building lateral prohibits the passage of the television camera, Contractor shall attempt to inspect the remainder of the sewer segments by making a reverse set up at the next down stream manhole.
- e. All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the Owner by Contractor referencing location and nature of the obstruction.
- f. Contractor shall be responsible for any damage to public or private property resulting from his/her televising activities and shall repair or otherwise make whole such damage at no cost to Owner.
- g. Digital database on an external hard drive of all sections will be provided to Engineer along with the respective television inspection field logs. Printed TV field logs shall legibly show the location of each point of significance in relation to an identified manhole together with the screen capture image. Points of significance are, but not limited to the following: private service connections, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, structural failures and other discernible features.

D. MEASUREMENT AND PAYMENT

TELEVISION INSPECTION OF SEWER shall be paid for at the contract unit price per linear foot to include all labor and material required for cleaning sanitary sewer prior to liner installation, root cutting and removal, removal and disposal of debris, mineral deposits, grease and sewerage solids, tuberculation grinding, television inspection. Costs shall also include digital database on an external hard drive, and printed televised field reports.

END SECTION 2.02

NOT FOR BID

2.03 FLEXIBLE CURED-IN-PLACE SEWER

1. CURED-IN-PLACE SEWER LINING

A. GENERAL

1. Description

- a. Contractor shall repair defective sewer segments with flexible cured-in-place liner as specified herein, as shown on the Plans.
- b. It is the intent of this portion of this Specification to provide for rehabilitating sanitary sewers by the installation of a resin impregnated flexible felt tube in all segments as shown on the plans. The tube shall be saturated with a thermosetting resin and installed into the existing sewer using an inversion process. Curing shall be accomplished by circulating hot water or steam to cure the resin into a hard impermeable cured-in-place pipe, however, specific installations may warrant the designation of a certain curing method and the Contractor is to allow for installation using either technique. When cured, the cured-in-place pipe should extend in a continuous tight fitting watertight pipe-within-a-pipe.

2. Referenced Specifications and Standards

This specification references American Society for Testing and materials (ASTM) standard specifications, Insituform of North America, Inc. (INA), and Inliner USA, Inc., or Owner approved equal, manufacturer's standards which are made a part hereof by such reference and shall be the latest edition and revision thereof.

B. MATERIALS

1. Flexible Liner Material

- a. The flexible liner material shall be a polyester fiber felt tubing lined on one side with polyurethane or poly-vinyl chloride and fully impregnated with a liquid, thermosetting resin as specified. The polyester felt tubing, including the polyurethane or poly-vinyl chloride covered felt and the thermosetting resin shall meet manufacturer's standards. The cured lining shall be a hard impermeable pipe which shall conform to the minimum structural standards applicable including ASTM D-638 for 3,000 psi tensile stress, ASTM D-790 for 4,500 psi for flexural stress, and ASTM D-790 for 300,000 psi for modulus of elasticity. The finished liner shall incorporate thermosetting materials which will withstand the corrosive effects of normal sewage. The contractor shall provide a written guarantee of his compliance with these standards.

b. Manufacturer:

- Insituform
- Inliner USA
- National Liner
- Or approved equal

2. Sizing of the Liner

- a. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the sewer to be lined. Allowance for circumferential stretching of the liner during insertion shall be made as per manufacturer's standards.
- b. The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet points. Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by Contractor and approved by Owner.
- c. The liner thickness shall be based on the condition of the existing pipe which shall be classified as fully deteriorated pipe, structurally unsound. The liner shall be designed to withstand all imposed loads.

The liner thickness shall have sufficient wall thickness to withstand the anticipated external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality.

Liner thickness shall be based on the use of the standard flexible pipe equations, as detailed in ASTM F-1216 and shall account for the effects of ovality. A minimum cured wall thickness of 6 mm shall be used for pipes up to and including 15" and 7 mm shall be used for pipes 18" and above. Contractor shall use wall thickness appropriate to the depth of the pipe being lined.

A safety factor of at least 1.5 shall be utilized.

3. Water for construction will be provided by Owner in accordance with Section 1.03.

C. EXECUTION

1. General

The sewer segment must be approved for lining by the Engineer prior to installation of the liner

The materials properties of the finished CIPP shall meet or exceed the following structural standards:

| MINIMUM PHYSICAL PROPERTIES | | | | |
|-----------------------------|------------------|------------------|-------------------------|--------------------|
| Property | ASTM Test Method | Polyester System | Filled Polyester System | Vinyl Ester System |
| Flexural Strength | D790 | 4,500psi | 4,500psi | 5,000psi |
| Flexural Modulus (Initial) | D790 | 250,000psi | 400,000psi | 300,000psi |
| Flexural Modulus (50 Yr) | D790 | 125,000psi | 200,000psi | 150,000psi |
| Tensile Strength | D638 | 3,000psi | 3,000psi | 4,000psi |

Installation shall be in accordance with standard practice for rehabilitation of existing pipelines and conduits and curing of a resin – impregnated tube ASTM F-1216 and AWWA C-950

The Contractor may use either hot water or steam cure as deemed necessary for the installation, however specific installations may warrant the designation of a certain curing method and the Contractor is to allow for the installation using either technique.

2. Flow Bypassing

The Contractor when required shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow at an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be approved in advance by the Owner.

NO LINING WILL BE PERMITTED DURING PERIODS OF HIGH FLOW

3. Preliminary Cleaning and Inspection

Prior to any lining of designated sanitary sewer line segments the Contractor shall remove internal deposits and roots as necessary to assure proper liner installation. Television inspection shall be performed to verify extent of damage, and location of service connections. Cleaning and inspection shall be in accordance with Section 2.02.

4. Documentation

Video recordings (digital database on an external hard drive, in PACP format) and a suitable log (hard copy) shall be provided by the Contractor which shall document, to the satisfaction of the Engineer, the condition of the sewer line segment both immediately before and after lining has been installed. The video recordings and log shall become the property of the Owner.

5. Notification of the Public

The Contractor shall notify all property owners affected by the liner installation work at least 48 hours prior to commencement of the work and in accordance with additional requirements outlined in Section 1.02 and as requested by the Owner during preconstruction meeting.

6. Flexible Liner Installation

Contractor shall designate a location where the uncured resin in the original containers and the un-impregnated fiber felt tube will be vacuum impregnated prior to installation. Contractor shall allow Owner to inspect the materials and procedure. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified and shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall.

End Seal: All pipes shall be fitted with a hydrophilic gasket, as manufactured by LMK or equivalent, at both ends of each segment prior to installation of the liner.

- a. The wet out (inversion) fiber felt tube shall be inserted through an existing manholes or other approved access. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure prior to cure.
- b. In certain locations it is the Owner's intention to provide liner through manhole channel. These locations will be discussed on a case by case basis with the Contractor and the length of liner needed and paid for adjusted accordingly.
- c. After installation of felt tube is completed and calibration tube is inserted, Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water to the far end of the pipe section through a hose, which has been perforated per manufacturer's recommendations, to uniformly raise the water temperature in the line section above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

- d. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchanger circulating water. Thermocouples shall be placed between the impregnated tube and the invert at the far access point to determine the temperature and time of exotherm.

Water temperature in the pipeline during the cure period shall not be less than 150° or more than 200°F as measured at the heat exchanger return line.

- e. Initial cure shall be deemed to be completed when inspection of the exposed portions of cured-in-place pipe appear to be hard and sound, and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the cured-in-place process being used, during which time the recirculation of the water and cycling of the heat exchanger to maintain the temperature continues.
 - f. Contractor shall cool the finished cured-in-place pipe to a temperature below 100°F before relieving the static head in the inversion stand pipe. Cool-down may be accomplished by the introduction of cool water into the stand pipe to replace water being drained from the downstream end. Care shall be taken to the release of that static head such that a vacuum will not be developed that could damage the newly installed cured-in-place pipe.
 - g. The finished cured-in-place pipe shall be continuous over the entire length of the insertion run and be as free as commercially practicable from significant defects. Any defects which will affect, in the foreseeable future, or warranty period, the integrity or strength of cured-in-place pipe, shall be repaired at Contractor's expense, in a manner mutually agreed by Owner and Contractor.
 - h. If due to broken or misaligned pipe at the access points, cured-in-place pipe fails to make a tight seal, Contractor shall apply a seal at that point. The watertight seal shall be of a resin mixture compatible with the cured-in-place pipe.
7. After cured-in-place pipe has been cured, Contractor shall reconnect the existing active branch or service lines as designated by Owner. This shall be done without excavation and in the case of non-man entry pipes, from the interior of the pipelines by means of a television camera and a cutting device that re-establishes them to not less than 90 percent capacity. Surface of opening shall be brushed to remove extraneous material and provide a smooth edge at each lateral connection.
 8. Testing
 - a. Any segment being cured using hot water shall be tested for water tightness while curing under positive head. Any segment being cured using hot air/steam shall be pressurized to 4.0 psi and held above 3.5 psi for not less than 2 minutes.
 - b. After the work is completed, Contractor shall provide Owner with digital database

of the video-recordings showing both the before and after conditions including the restored connections. The television inspection should be used to confirm tightness of fit of the CIPP to the host pipe and to identify any imperfections; the finished liner shall be continuous over its entire length and to be free from visual defects such as foreign inclusions, dry spots, pinholes and delamination. The database and reports shall become the property of the Owner.

- c. All defects discovered during the post-installation television inspection shall be corrected by the Contractor at no additional cost, prior to acceptance of work. After defects are corrected, the sewer shall be video-recorded again.
- d. The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the down tube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only. The Contractor shall be responsible for providing one data set for each week of installation, the sample to be chosen by the Engineer. If that data set does not meet the testing criteria then all remaining samples for that week shall be tested for compliance.

D. MEASUREMENT AND PAYMENT

1. Flexible Sewer Liner shall be paid for at the contract unit price per linear foot as indicated on the Bid Schedule and designated on plans and shall include all labor, materials, and equipment including bypass pumping, and testing necessary to perform liner installation, installation of liner, post installation physical properties testing and all appurtenances required to complete the work. Measurement shall be made from upstream manhole wall at the inlet of the pipe to downstream manhole wall at the outlet of the pipe. Additional footage to line manhole channel, where required, shall be measured from manhole face to manhole face
2. Internal Service Lateral Reinstatement shall be paid for at the contract unit price for each internally reinstated service lateral as indicated on the Bid Schedule and shall include all labor, materials, and equipment including verification of the lateral location, cutting of the liner, brushing of the opening and all appurtenances necessary to perform the work.
3. Protruding Tap removal shall be paid for at the contract unit price for each and shall include all material, and labor required.
4. Payment for sewer televising post-liner installation and database delivery shall be included in the contract bid price for the flexible sewer liner.

2. CURED-IN-PLACE LATERAL LINING

A. GENERAL

1. Description

- a. Contractor shall repair defective Village-owned portion of the lateral segments from the sanitary sewer to the edge of the right-of-way
- b. Installation shall be a cured-in-place inversion method using some form of T-liner.

B. MATERIALS

1. Description

- a. The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- b. The mainsheet and lateral tube shall be a one-piece assembly formed in the shape of a "T" or WYE. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.
- c. The resin/liner system shall conform to ASTM D5813 Section 8.2.2 - 10,000-hour test. The resin shall be a corrosion resistant polyester, vinylester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216
- d. The CIPP shall be designed per ASTM F1216, Appendix X1.
- e. The CIPP design for the lateral tube shall assume no bonding to the original pipe.

C. EXECUTION

1. Cleaning and Televising

- a. The lateral shall be cleaned and televised prior to the installation of the liner.
- b. The digital database of the lateral shall be provided to the Engineer for review before the lateral can be approved for lining.

2. Cleanout Installation

- a. Cleanout (where required) shall be Vac-a-Tee or equal
- b. The material shall be a one-piece, molded PVC saddle and shall be compatible with the riser pipe. Solvent welding the riser pipe into the saddle boss. The saddle shall conform to the lateral pipe by a snap fit where the lateral pipe is either four (4") or six (6") in diameter. The riser pipe shall be SDR 35 or SDR 26 PVC. The resin will be a two-part marine epoxy and the catalyst shall be designed for the specific application of a cleanout saddle adhered to the lateral pipe by a chemical bond.
- c. The sod shall be neatly cut and removed. The vacuum excavated borehole shall be approximately sixteen inches (16") in diameter and all spoils shall be deposited in a vacuum truck.
- d. A riser pipe of an appropriate length is solvent welded to the saddle. The adhesive/sealant shall be applied to the underside of the saddle at no less than a ¼" thick layer. The saddle and riser pipe shall be carefully inserted into the bore hole, setting the saddle onto the pipe, applying a downward force causing the saddle to expand and snap onto the lateral pipe.
- e. Immediately after the saddle has been affixed to the lateral pipe, the riser pipe should be secured by backfilling the bore hole with sand or pea-gravel to within 6-inches of the original grade.
- f. An exfiltration test shall be performed by filling the riser pipe with a 6-foot column of water. The test shall be performed no less than 2-hours from the time of affixing the saddle to the pipe. The column of water shall be held for five minutes. The water level shall be measured from the top of the riser pipe. Zero leakage is allowed.
- g. Diamond core saw shall be introduced into the riser pipe, the crown of the pipe is cut and the crown of the lateral pipe shall be cut open a minimum of 90% equal to the diameter of the riser pipe.
- h. An approved cap or cover is installed at ground level or below ground level.

- i. Should soil conditions reveal running sand or similar conditions that would prohibit the installation, the installation shall be terminated and the borehole filled with flowable grout. The surface area shall be restored to its original condition.
 - j. The site will always be left clean and the property restored to conditions equal to site conditions prior to the cleanout installation.
 - k. Upon completion, the installer will deliver a digital database (DVD or hard drive) of the completed work to the Owner. The Owner will review the documentation and the site to determine that the scope of work is complete and the work is satisfactory.
3. T-Liner Installation

Installation shall be accomplished by the use of a resin impregnated one-piece main and lateral lining and by means of air inflation and inversion. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the thermoset resins have cured. When cured, the liner shall extend over a predetermined length of the service lateral and a particular section of the main pipe as a continuous, one piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe.

The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The outside layer of the textile tube (before inversion) and interior of the textile sheet shall be coated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked as a "Lateral Identification" correlating to the address of the building and the lateral pipe services. The sheet and tube shall be surrounded by a second impermeable, flexible translucent membrane (translucent bladder) that will contain the resin and facilitate vacuum impregnation while monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

The mainsheet and lateral tube shall be a one-piece assembly formed in the shape of a "T" or WYE. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be

continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.

The resin/liner system shall conform to ASTM D5813 Section 8.2.2 - 10,000-hour test. The resin shall be a corrosion resistant polyester, vinylester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216

Table 1 CIPP INITIAL STRUCTURAL PROPERTIES

| Property | ASTM Test | Minimum value | |
|-------------------|-----------|---------------|---------|
| | | PSI | (MPa) |
| Flexural Strength | D 790 | 4,500 | (31) |
| Flexural Modulus | D 790 | 250,000 | (1,724) |

The CIPP shall be designed per ASTM F1216, Appendix X1.
The CIPP design for the lateral tube shall assume no bonding to the original pipe.

The mainline liner and bladder shall be wrapped around the “T” launching device and held firmly in place. The Main/Lateral bladder assembly shall extend past all ends of the liner, as no cutting shall be required.

The finished CIPP shall be continuous over the entire length of the rehabilitated sewer service lateral and 12” of the main pipe. The CIPP shall be smooth with minimal wrinkling and increase flow rate. The CIPP shall be free of dry spots, lifts, and delaminated portions. After the work is completed, the installer will provide the owner with video footage documenting the repair. The finished product must provide an airtight/ watertight verifiable non-leaking connection between the main sewer and sewer service lateral.

D. MEASUREMENT AND PAYMENT

1. Pre-cleaning and Televising

Pre-cleaning and televising shall be paid for at the Contract unit price per each for Lateral Cleaning and Televising to include to include all labor and material required for cleaning lateral prior to liner installation, root cutting and removal, removal and disposal of debris, mineral deposits, grease and sewerage solids, televising and submission of digital database.

2. Cleanout Installation

This item shall be paid for per each, to include all items necessary to install the cleanout and restore the surface to its original condition

3. T-liner Installation

This item shall be paid per each as T-Liner Installation to include all labor and material required for installation of the T-liner and up to fifteen (15) feet of lateral, curing, testing, post-installation televising. Contractor shall provide television inspection of completed installation on an external hard drive.

Installation of lateral liners over fifteen (15) feet shall be paid for as additional lateral liner per foot.

END OF SECTION 2.03

NOT FOR BID

2.04 POINT REPAIRS

A. GENERAL

1. Reference Standards:

Standard Specifications for Sewer and Water Main Construction in Illinois Latest Edition.

2. Video recording of Surface Conditions

The existing surface area of each work location shall be recorded in DVD format in accordance with Section 1.02 prior to any excavation.

3. Site Preparation

Site preparation shall be as specified.

B. TELEVISION INSPECTION OF SEWER LINES REQUIRING REPAIRS

1. The pre-cleaning and televising observations shall be used to verify the scope of the selected repairs. The inspection will be reviewed by the Engineer prior to excavation to determine the appropriateness and extent of the repairs as indicated on the Drawings.

2. Bush, Shrub and Tree Removal and Replacement

Bush, shrub and tree removal and replacement will also be verified following internal television inspection. If the Engineer determines that repair of the defect does not necessitate such removals the cost for removal and replacement shall not be allowed to the Contractor.

4. Material Utilization

The Contractor shall verify pipe size and type prior to construction. Specifically designed adaptor couplings shall be used for the connection if dissimilar pipe materials are connected.

C. EMERGENCY POINT REPAIRS

Additional point repairs that may be found during pre-cleaning television inspection shall be identified as emergency point repairs. The bid schedule includes line items for this eventuality.

D. MATERIALS

PVC Sewer Pipe and Fittings:

1. 6 to 18 inch diameter: ASTM D 2241, SDR 26: 18" F-679
 - a. Fittings such as saddles, elbows, tees, and wyes shall be factory produced and have joint design compatible with adjacent pipe.
 - b. Provide approved adapters for transitions to other types of pipe materials.
2. Pipe Joints:
 - a. Rubber Gasket: ASTM F477. Bell and spigot joint conforming to ASTM D3139, sealed by rubber gasket so assembly remains watertight under conditions of service including movements resulting from expansion, contraction, settlement, and deformation of pipe.
 - b. Field applied heat fusion or solvent welded joints between pipe sections, pipe and fittings or fitting components not permitted.
 - c. Assembled joint shall pass performance tests as required in ASTM D3139.
3. Pipe Markings:
 - a. Manufacturer's name or trademark.
 - b. Nominal pipe size.
 - c. PVC cell classification
 - d. ASTM D 2241 SDR 26
 - e. Extrusion date, period of manufacture or lot number.

Ductile Iron Pipe (DI):

1. Material:
 - a. Conform to AWWA C151.
2. Thickness:
 - a. Conform to AWWA C150, Class 52 minimum.
3. Joint:
 - a. Conform to AWWA C111.
 - b. Push on type.
 - c. Neoprene or other synthetic rubber gaskets resistant to sanitary sewage. Natural rubber gaskets not permitted.

4. Pipe Lining:
 - a. Conform to AWWA 104.
5. Coating:
 - a. Cement lining conforming to AWWA C104.
 - b. Bituminous conforming to AWWA C151.
6. Pipe Section Length:
 - a. 18 feet nominal.
 - b. Use full sections to maximum practical extent.
7. Fittings:
 - a. Conform to AWWA C110 and AWWA C151.
 - b. Push-on joints conforming to AWWA C111.
 - c. Fitting pressure rating: 250 psi.
 - d. Cement lining conforming to AWWA C104.
 - e. Bituminous coat conforming to AWWA C151 on interior and exterior.

Flexible Connectors

1. Non-shear Mission couplings or approved equal for joining pipes of dissimilar material and/or size.

Bedding – See standard bedding and backfill detail in the Standard Specifications for Water and Sewer Construction in Illinois.

1. PVC Pipe: CA 11 or CA 13

Backfill

1. Utility trenches beneath proposed utilities and beneath or less than 2 ft. from permanent streets, alley, sidewalk, or driveways: CA-6/Grade 8 to underside of paved surface.
2. Other areas adjacent to paved areas: Trenches adjacent to paved areas shall have backfill above the pipe to a level that is within the zone of influence. This zone of influence shall be defined as a 1:1 slope from 2 ft off the edge of the paved surface to the inside of the trench closest to the pavement. All other areas: Excavated earth free from organic materials.
3. Excavated material shall consist of loam, clay or other materials, which, in judgment of Engineer, are suitable for backfilling. Unsuitable backfill materials are not acceptable. Extend backfill from surface of cover material to ground surface, making allowance for surface restoration.

E. EXECUTION

Pipe Installation

1. Replacement pipe shall be placed in the same line and grade of the existing pipe sections. The condition of the pipe sections upstream and downstream of the specified repair location shall be inspected and, if defective, the Engineer will determine if additional repairs are necessary. If additional pipe repairs of five feet or less are required, no additional compensation shall be made.
2. When specified repairs cannot be made because of physical limitations at the site, the Engineer shall be promptly notified. Alternate repair techniques shall be evaluated in cases where conventional repairs are not practical. Change orders may be required for alternate repairs. Sewer line repair pits shall remain uncovered until an inspection by the Engineer has been made.
3. Excavate repair pit and uncover the main line sewer a minimum of one foot clearance all around at the damaged section or as directed by the Engineer, and remove damaged pipe.
4. Defective pipe sections and service connections shall be removed by cutting the pipe past the bell end, if necessary, to allow for the use of rubber coupling. Replacement pipe lengths shall be cut to within one-fourth inch of the required replacement pipe length and attached to the existing pipe with appropriate sized rubber couplings. Defective service connections shall be replaced with appropriate sized tee or wye connection and rubber couplings. All couplings shall be secured with stainless steel bands. Pipe bedding under the replacement pipe section shall be compacted to prevent settlement and provide support.
5. The Contractor shall verify by testing all service connections in the repair area to determine if they are active or inactive. Only active services shall be reconnected to the sanitary sewer system. Inactive services shall be plugged with hydraulic cement. The Contractor shall be responsible for any liability associated with the accidental plugging of active services.
6. Where a replacement of service laterals under storm sewers is specified, a minimum vertical separation of 18 inches shall be maintained. Where the minimum separation cannot be maintained because of grade restrictions, the service lateral shall be replaced with ductile iron pipe a distance of at least 5 lineal feet on each side of the storm sewer.

7. Sanitary service connection shall include up to five (5) feet of the service measured from the wye joint. Connect ends of new service piping to existing piping using non-shear rubber connectors. **THE NEW SERVICE PIPE MUST BE SUPPORTED BY UNDISTURBED GROUND.** Where riser exceeds five (5) feet in length, riser shall be installed with ductile iron pipe as per detail.
8. Replacement of sanitary service connections shall include the filling of any voids which may be found to exist around the lateral. The void space shall be filled with hydraulic cement or other approved material for a minimum distance of three feet.
9. Where the existing service lateral pipe is found to be in such a deteriorated condition that the specified reconnection cannot be made, the Engineer and Owner shall both be notified.
10. Seal joints within the repair pit that appear to be open or in poor condition but the barrel of the pipe is still good. Roots in open joints shall be removed before sealing. This situation may or may not exist. All determinations for sealing joints shall be made by the Engineer. Joints that are open or in poor condition shall be cleaned and packed with a butyl rubber sealant and encased in quick setting, non-shrink concrete followed by encasement with concrete. The encasement shall be centered on the joint, have a minimum thickness of six inches, and have a minimum length equal to the pipe diameter but not less than twelve inches.

Methods for sealing open joints other than that described above shall be submitted to the Engineer for approval.

11. Water main replacement within trench
 - a. Pipe shall be DI conforming to AWWA C151 Class 53 standard thickness.
 - b. Fittings may be ductile or cast iron in accordance with AWWA C110, C151, or C153. Stainless steel bolts only.
 - c. Retainer glands shall be Megalug Series 1100 or equal in strength and retaining ability
 - d. Couplings for connecting new water main to existing water main shall be dual sleeve type Clow F1208 or approved equal
 - e. Installation shall be in accordance with Standard Specifications for Sewer and Water Main Construction in Illinois Latest Edition.

f. THE NEW WATER MAIN MUST BE SUPPORTED BY UNDISTURBED GROUND

Bedding and Backfill

1. Inspection Prior To Bedding and Backfilling
 - a. Examine surfaces to receive bedding or backfill to determine extent of areas loosened by frost action, softened by flooding or weather, or of unsuitable materials.
 - b. At a time of use, granular bedding and backfill shall be free of frozen and foreign materials that may have become mixed with it during handling.
2. Unsuitable Materials
 - a. Remove and replace or compact natural soils or previously compacted fills softened by frost, flooding or weather.
 - b. Remove unsuitable material, in accordance with IDOTSPECS Article 202.03 from within trenches. Notify Engineer prior to excavating.
 - c. Stabilize trench bottom by replacing unsuitable material with CA-1.
3. Placing Bedding and Cover
 - a. Rigid Pipes and Ducts:
 1. Use bedding material as specified in this section.
 2. Spread bedding material over bottom of trench so after pipe placed thereon, imbedded and aligned, there remains 6 inches minimum depth of bedding material below pipe barrel and minimum 4 inches below bell.
 3. If excavation carried deeper than 6 inches below pipe barrel, excess depth shall be filled with coarse aggregate gradations as specified.
 4. Care should be taken to ensure pipe supported on entire length, not on bell.
 5. Carefully place bedding material of required depth and bring up to level even with the middle of the pipe.

6. After pipe is laid and jointed, place and cover material to level 12 inches above pipe barrel.

b. Compacted Section for Flexible Pipes and Ducts:

1. Place bedding material specified in this section below and around pipe up to the middle of the pipe to provide adequate side support and prevent lateral movement.
2. Place bedding material specified in this section in two stages. Extend first stage to top of pipe, and second to level from top of pipe to at least 12 inches above pipe
3. If for any reason trench width exceeds that allowed extend bedding and cover material, as required above, at least two pipe diameters from either side of pipe or to undisturbed trench walls, whichever is closer. This pipe zone shall contain only undisturbed soil and/or bedding.
4. For PVC pipe, bedding and cover installation shall conform to requirements of ASTM D2321.

4. Backfilling

a. Placing Backfill:

1. Do not use frozen material or place backfill on frozen sub-grade.
2. Exercise care not to exert undue stresses on new piping or existing utilities when dumping, spreading, and/or compacting backfill materials. Hand spreading and hand tamping may be required to adequately protect new pipe and existing utilities.
3. Where pipes leave structures, protect by backfilling pipe influence zone down to undisturbed soil as specified above for support of underground structure.
4. Do not backfill structures until new concrete has properly cured.

b. Compaction of Backfill:

1. Granular trench backfill shall be mechanically compacted in layers of 12 inches maximum, loose measure. Each layer shall be compacted to 95% of maximum density as determined by

ASTM D698 by ramming or tamping with tools approved by the Engineer. Care shall be taken during compaction to prevent disturbance or injury of the pipe and other utilities.

2. All job excavated material used for backfill shall be mechanically compacted in layers of 18 inches maximum, loose measure, to 90% of maximum density as determined by ASTM D698 by ramming or tamping with tools approved by the Engineer. Care shall be taken during compaction to prevent disturbance or injury of the pipe and other utilities.
3. Start trench compaction at point of lowest elevation of trench and work along trench.
4. Backfill pipe immediately after installation unless delay is approved by Engineer.
5. Excess materials which cannot be placed in the trench shall be transported to a Village-owned location for stockpiling

F. TESTING:

1. Sanitary point repairs shall be inspected internally using television inspection as part of pre-lining inspection
2. After the point repair the Contractor shall cause to be made an inspection by closed circuit television of the repair, **excepting** sewer services. Televising shall show that the sewer system has been constructed in accordance with the approved plans and specifications, that the sewer is free and clear of all accumulations of foreign substance and debris so as to prevent clogging, and that there are no structural defects.
3. Upon completion of such inspection, and upon receipt of a written report of such inspection, together with a DVD of the actual inspection, and if satisfied that such sewer is free and clear of all foreign substance, and free of all structural defects, the Engineer shall give approval of the sanitary repair and approve the sewer for lining. No approval for lining shall be given until the point repair has been reviewed and approved. All inspection reports and video-recordings shall remain the property of the Village.
4. Sanitary services (or portions of services) installed by open-cut means will be inspected externally by Engineer. Inspection shall be visual and shall be conducted prior to backfilling. Any service backfilled prior to inspection shall be re-exposed for inspection at Contractor's expense without extra cost to Owner.

5. Failure criteria for sewer testing:
 - a. Visible infiltration at any joint which, in Engineer's opinion, exceeds one gallon per minute.
 - b. Joints not "fully home" in accordance with pipe manufacturer's recommendations.
 - c. Out-of-roundness in PVC pipes which, in Engineer's opinion, exceeds 5% of the pipe diameter. Contractor shall pull a "95%" mandrel through PVC pipes after pipes are backfilled to demonstrate roundness.
 - d. Cracks or spall in pipe.
 - e. Displaced gaskets.
6. Compaction Testing
 - a. Degree of Compaction: ASTM D698 (95% of maximum density)
 - b. Moisture Content: Within 3% of optimum when placed and compacted.
 - c. Compaction testing in accordance with best practices of the industry shall be provided by Owner in areas determined by the Engineer.

G. MEASUREMENT AND PAYMENT

This work shall be paid at the Contract price for each individual job number. The price shall be payment in full, excluding restoration, for performing the work as specified herein. Costs for all materials and labor, surface removal (including saw-cutting of pavement if needed), tree and inlet protection, pipe bedding and backfill material, and internal television inspection after repair shall be included in the Contract price for each individual job number.

1. The lump sum bid price shall be eligible for 60 percent of the bid price after the repair is made, an additional 10 percent is eligible after testing is completed, and an additional 30 percent is eligible after surface restoration is completed. If additional pipe required deviates by five feet or less from those lengths listed on the Plan Sheets, no additional compensation shall be made. Additional compensation may be approved by the Engineer for installation of pipe lengths in excess of five additional feet. Cost for additional pipe lengths shall be as per bid items per foot for size of pipe to depth specified, including excavation, installation, bedding, and backfill.
2. No additional payment shall be allowed for any ductile iron pipe required, even if shown on the Plans. Ductile iron pipe may also be required at locations not shown on the Plans to meet State standards and other requirements specified in these specifications or in the standard specifications.

3. Replacement of water main within the trench shall be paid for at the Contract unit price per foot to include all work and materials necessary for its installation.
4. Replacement of storm sewer within the trench shall be paid for at the Contract unit price per foot to include all work and materials necessary for its installation.
5. Additional service lateral beyond the five (5) foot included in the lump sum bid price shall be paid for at the Contract unit price per foot of 6" service lateral to include all work and materials necessary for its installation.
6. Emergency point repairs shall be paid for lump sum. The price shall be payment in full, excluding restoration, for performing the work as specified herein. Costs for all materials and labor, surface removal (including saw-cutting of pavement if needed), pipe bedding and backfill material, and internal television inspection after repair shall be included in the Contract price. The lump sum bid price shall be eligible for 60 percent of the bid price after the repair is made, an additional 10 percent is eligible after testing is completed, and an additional 30 percent is eligible after surface restoration is completed. Surface restoration shall be paid for separately.

END OF SECTION 2.04

2.05 RESTORATION

A. GENERAL

1. Restore the project site to conditions not less than that existing prior to starting construction unless otherwise required by these specifications, Permits and/or Licenses, or shown on the Plans.
 - a. Coordinate surface restoration work with the Engineer and affected private property owners.
 - b. Private property over which the Owner has prior rights (i.e. utility easement, sewer easement) and/or has obtained rights-of-way, agreements, licenses and/or agreements from the property owner to allow construction of a sanitary sewer pipeline and appurtenances, shall be restored in conformance with these Contract Documents.
 - c. Restore Public property with strict adherence to the requirements of the public body having jurisdiction therein.
 - d. No restoration shall occur until testing is complete and accepted by the Engineer.
 - e. Comprehensive televising of areas prior to any surface removal shall be required as per Section 1.02.
2. Reference Standards

Surface restoration including pavement, driveways, sidewalks, curb and gutters, seeding and sodding shall be in accordance with Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction in Illinois, latest edition, and requirements of the Village of Villa Park.

B. EXECUTION

Topsoil and Sod

1. The topsoil shall be pulverized and free from clods, stones, sticks and other debris. The topsoil used for surface restoration shall come from an approved material supplier, which is subject to the approval of the ENGINEER. The ENGINEER may reject the topsoil at his discretion
2. Topsoil shall be provided by the Contractor to bring the area to be sodded\seeded to the proper grade. The minimum depth of topsoil shall be 4 inches. The topsoil shall be worked into the existing ground to a minimum depth of 6 in below finished grade

- by disking or tilling.
3. Sod shall be placed at excavations within the parkway **and on private property used for easement access**
 4. Seed shall be placed in the rear yard easement
 5. Water sod and/or Seed as necessary until final completion of project up to seven (7) watering per IDOTSPECS Article 252.08.
 6. Sod and seeding will be inspected 60 days after installation to determine acceptability.

Class D Patch 6”

Perform site restoration in accordance with the following general requirements:

- a. Pavement to be replaced shall be replaced in accordance with Section 407 of the IDOT Standard Specifications:
- b. On bituminous streets, the pavement compositions shall be six (6) inch aggregate base CA-6, two (2) inch surface course over four (4) inch binder course, and shall be placed over the trench as directed by the engineer at a minimum of one (1) foot outside the trench limits. Care shall be taken to achieve a smooth even surface and provide positive drainage.

Combination Curb and Gutter

Install curb and gutter in accordance with IDOT SPECS, Section 606 with the following modifications:

- a. This work shall consist of the removal and replacement of existing combination concrete curb and gutter which, at the discretion of the Engineer, must be removed and replaced in order to complete the project satisfactorily. This includes the use of dowels to connect to existing concrete curb and gutter. This work shall be undertaken in accordance with Section 606 of the Standard Specifications as applicable.
- b. Contraction joints: Saw cut one-quarter depth across full profile within 24 hours of placement of concrete to minimize random cracking. Place at 15-foot intervals.
- c. Expansion joints: At ends abutting existing curb, at points four (4) feet away on either side of castings, intermediate at sixty (60) foot intervals, at points of curvature, and at expansion joints in Portland cement concrete paving. Provide two No. 6 dowel bars three (3) feet long with one end of each in an eighteen (18) inch grease cup at each expansion joint.
- d. Provide protective coat in accordance with IDOT Standard Specification, Article 420.18 tri-dar 33 or equal.
- e. Depress curb at driveways and at intersections where new sidewalk abuts.

- f. Aggregate base course: CA-6/Grade 8, four (4) inch thickness minimum.

Concrete Sidewalk 5”

Install sidewalks in accordance with IDOT SPECS, Section 424 with the following modifications:

- a. This work shall consist of the removal and replacement of existing concrete sidewalks, including handicapped ramps.
- b. Sidewalks to be replaced across driveways shall be six (6) inches thick.
- c. All other walks shall be five (5) inches thick.
- d. Sidewalks installed at intersections where handicapped ramps are required shall have detectable warnings which conform to IDOT ISP 04-30. In general, a twenty-four (24) inch wide strip of detectable warnings is required. Detectable warnings shall be “Access Tile” in brick red. The Contractor may be allowed to use an alternative method with approval of the Engineer. Any product used shall be approved by the Engineer prior to placement.
- e. No sidewalk shall be removed without the permission of the Engineer. All joints shall be saw cut full depth. Full-depth sawing shall be considered incidental to this item. Any shrinkage cracks which form outside the joints shall be sealed with epoxy crack sealer or removed and replaced, as directed by the Engineer.
- f. All sidewalk installed by contractor shall be stamped. The stamp shall include the name of contractor and year of construction. Failure to stamp sidewalks will result in non-payment for the sidewalk.

PCC Driveway 6”

Restore concrete driveway aprons as follows:

- a. Portland Cement Concrete: six (6) inch minimum thickness.
- b. Aggregate base course: four (4) inch minimum thickness, CA-6.
- c. Width: Match existing.
- d. Provide expansion joints between new driveway and: curbs, sidewalks, and existing Portland cement concrete driveway paving.

- e. Provide saw cuts one-quarter depth as contraction joints at ten (10) foot intervals. Place immediately after initial set of concrete to minimize random cracking.
- f. Provide concrete curing materials in accordance with IDOT Standard Specifications, Article 1022.
- g. Provide protective coat in accordance with IDOT Standard Specifications, Article 420.18 regardless of time of year when concrete is poured.
- h. No Calcium chloride or any additive may be added to Portland Cement Concrete without written approval of Engineer.

Bituminous Driveway

Restore bituminous driveway as follows:

- a. Bituminous concrete four (4) inch minimum thickness.
- b. Aggregate base course: Six (6) inch minimum thickness CA-6 compacted to 95% of maximum density in accordance with ASTM D698.
- c. Width: Match existing.

Protective Coat for New Concrete Surfaces

All new concrete surfaces shall have a protective coat applied in accordance with the IDOT specs. The protective coat shall be considered incidental to the contract.

C. MEASUREMENT AND PAYMENT

- 1. Restoration items shall be paid for as measured to include all materials, labor and installation:

| | |
|-----------------------------|-------------|
| TOPSOIL AND SOD | per SQ. YD |
| CONCRETE SIDEWALK 5" | per SQ. FT |
| CLASS D PATCH 6" | per SQ. YD. |
| PCC DRIVEWAY 6" | per SQ. YD |
| BITUMINOUS DRIVEWAY | per SQ. YD |
| COMBINATION CURB AND GUTTER | per LF |

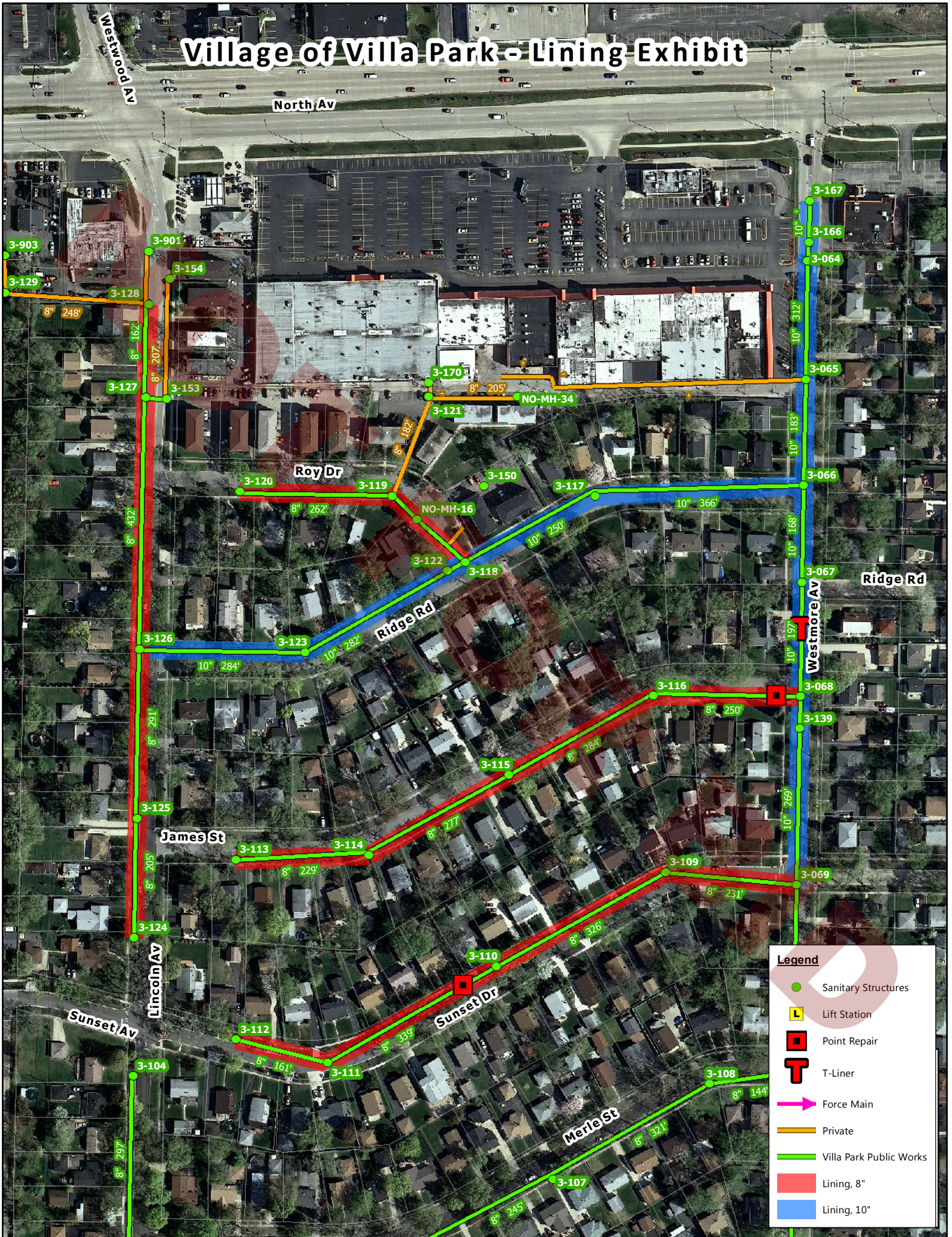
END OF SECTION 2.05

Village of Villa Park, IL
2014 Sewer Rehabilitation Program
 Lining Schedule

| UpstreamID | DownstreamID | Street | Diameter | Length (ft) | Services | Pipe Material | Rehabilitation Required |
|------------|--------------|----------|------------------|--------------|------------|---------------|--|
| 3-109 | 3-069 | Sunset | 8" | 226 | 8 | RCP | Line |
| 3-110 | 3-109 | Sunset | 8" | 334 | 12 | RCP | Line |
| 3-111 | 3-110 | Sunset | 8" | 334 | 13 | RCP | Point Repair at 66' upstream from MH 3-110 and Line |
| 3-112 | 3-111 | Sunset | 8" | 162 | 7 | RCP | Line |
| 3-113 | 3-114 | James | 8" | 229 | 9 | RCP | Line |
| 3-114 | 3-115 | James | 8" | 277 | 11 | RCP | Line |
| 3-115 | 3-116 | James | 8" | 284 | 10 | RCP | Line |
| 3-116 | 3-068 | James | 8" | 253 | 7 | RCP | Point Repair at 209' and Line |
| 3-119 | 3-118 | Roy | 8" | 169 | 4 | RCP | Line |
| 3-120 | 3-119 | Roy | 8" | 262 | 9 | RCP | Line |
| 3-124 | 3-125 | Lincoln | 8" | 211 | 5 | RCP | Line |
| 3-125 | 3-126 | Lincoln | 8" | 291 | 8 | RCP | Line |
| 3-127 | 3-126 | Lincoln | 8" | 434 | 9 | RCP | Line |
| 3-128 | 3-127 | Lincoln | 8" | 162 | 6 | VCP | Line |
| | | | Total 8" | 3,628 | | | |
| 3-064 | 3-065 | Westmore | 10" | 204 | 4 | RCP | Line |
| 3-065 | 3-066 | Westmore | 10" | 182 | 3 | RCP | Line |
| 3-066 | 3-067 | Westmore | 10" | 166 | 2 | RCP | Line |
| 3-067 | 3-068 | Westmore | 10" | 197 | 3 | RCP | T-Line service at 78' and Line |
| 3-068 | 3-139 | Westmore | 10" | 55 | 1 | RCP | Line |
| 3-117 | 3-066 | Ridge | 10" | 359 | 10 | RCP | Line |
| 3-118 | 3-117 | Ridge | 10" | 250 | 7 | RCP | Line |
| 3-122 | 3-118 | Ridge | 10" | 34 | 9 | RCP | Line |
| 3-123 | 3-122 | Ridge | 10" | 282 | 1 | RCP | Line |
| 3-126 | 3-123 | Ridge | 10" | 284 | 7 | RCP | Line |
| 3-139 | 3-069 | Westmore | 10" | 271 | 8 | RCP | Line |
| 3-166 | 3-064 | Westmore | 10" | 33 | 1 | RCP | Line |
| 3-167 | 3-166 | Westmore | 10" | 72 | 3 | RCP | Line |
| | | | Total 10" | 2,389 | 177 | | |

NOT FOR BID

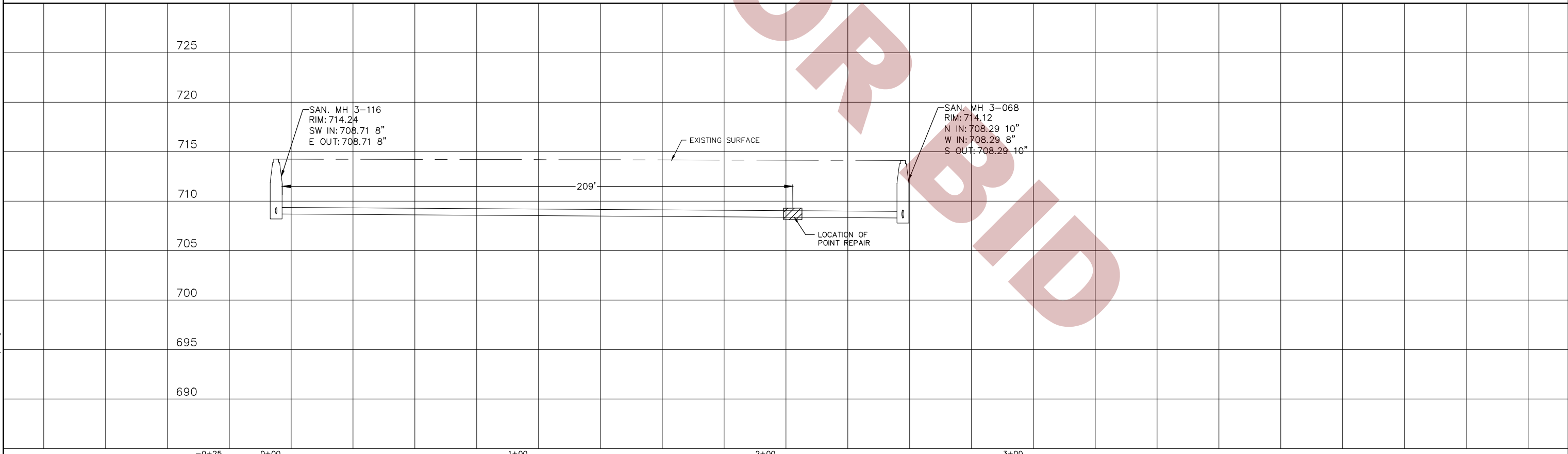
Village of Villa Park - Lining Exhibit



NOT FOR BID



| JOB NO. | USMH | DSMH | REPAIR LENGTH | SERVICE | DEPTH | SURFACE | PIPE LENGTH |
|---------|-------|-------|---------------|---------|-------|---------|-------------|
| PR1 | 3-116 | 3-068 | 8' | 0 | 5.78' | PARKWAY | 253' |



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| | |
|--------------------|--|
| DESIGNED: C MORLEY | |
| DRAWN: R JOHNSON | |
| CHECKED: C MORLEY | |
| DATE: MAY 7, 2014 | |



VILLAGE OF VILLA PARK
SANITARY SEWER REHAB

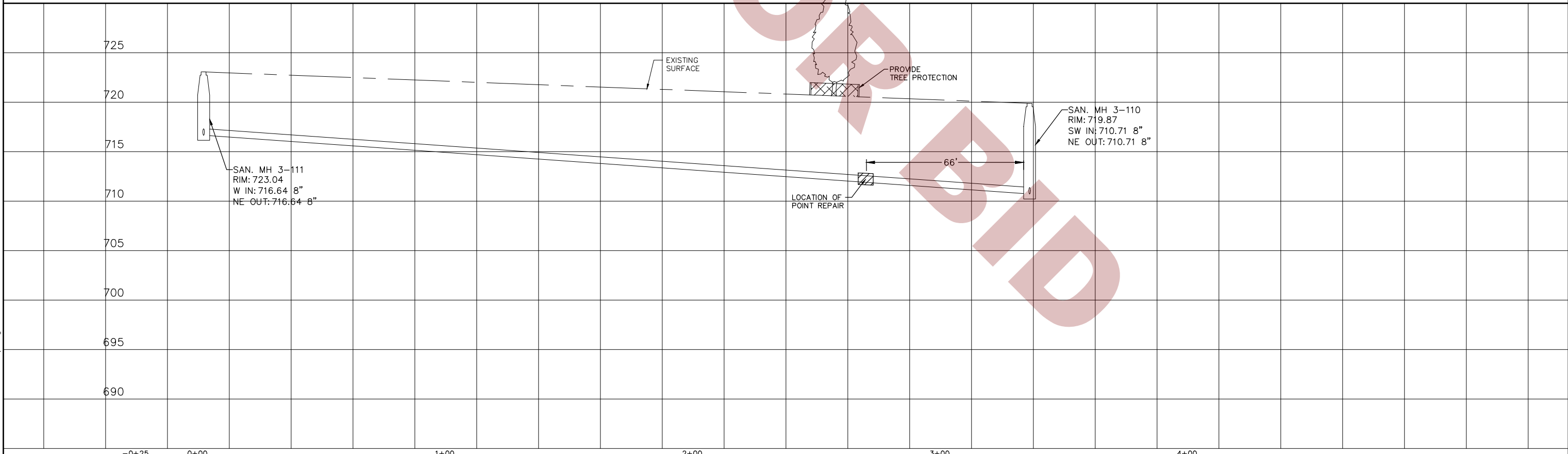
POINT REPAIR #1
JAMES STREET

| | | | |
|------------------------|--------|--------------|-----------|
| SCALES | COUNTY | TOTAL SHEETS | SHEET NO. |
| HORIZONTAL: 1" = 20' | DUPAGE | | |
| VERTICAL: 1" = 5' | STA. | TO STA. | |
| PROJECT NO. 11-1508-35 | | | |

NOT FOR BID



| JOB NO. | USMH | DSMH | REPAIR LENGTH | SERVICE | DEPTH | SURFACE | PIPE LENGTH |
|---------|-------|-------|---------------|---------|-------|----------|-------------|
| PR2 | 3-111 | 3-110 | 10' | 1 | 7.96' | DRIVEWAY | 334' |



| |
|--------------------|
| DESIGNED: C MORLEY |
| DRAWN: R JOHNSON |
| CHECKED: C MORLEY |
| DATE: MAY 7, 2014 |



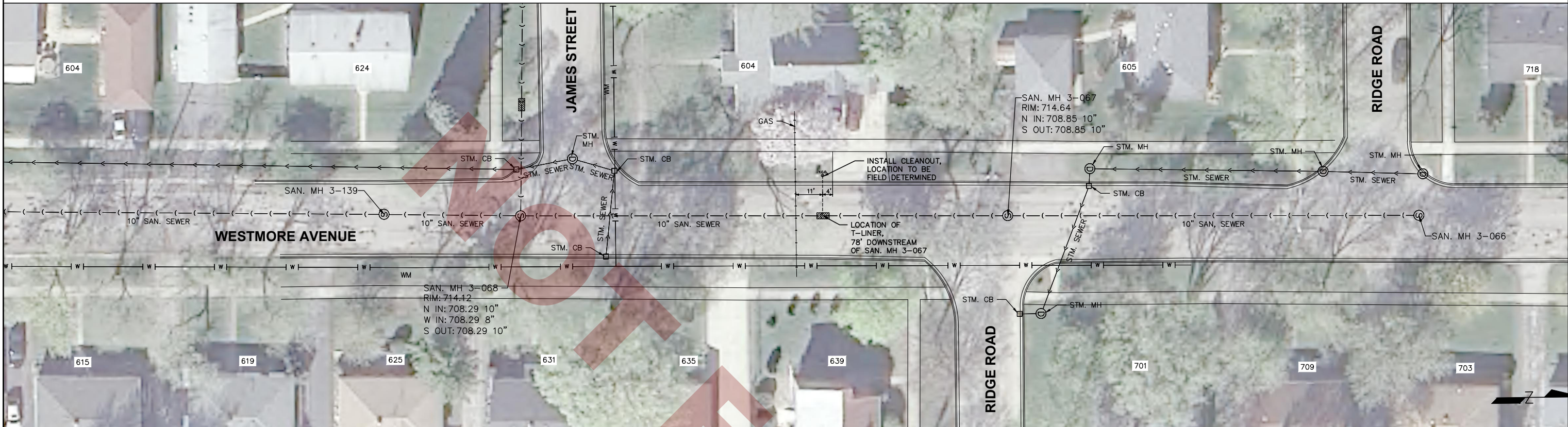
VILLAGE OF VILLA PARK
SANITARY SEWER REHAB

POINT REPAIR #2
SUNSET DRIVE

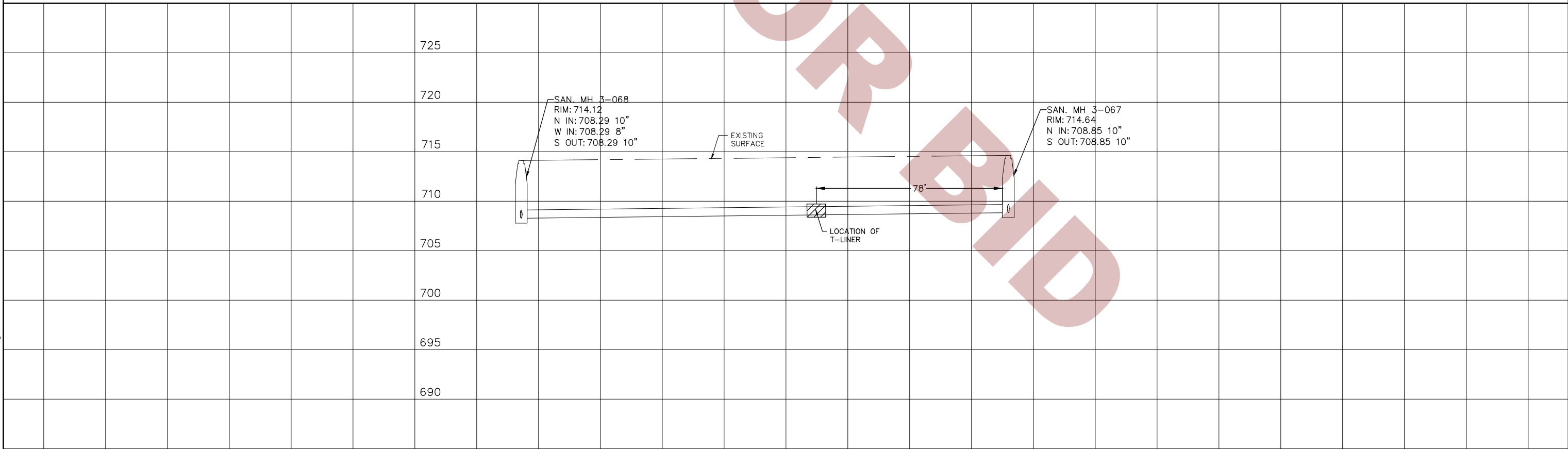
| | | | |
|------------------------|--------|--------------|-----------|
| SCALES | COUNTY | TOTAL SHEETS | SHEET NO. |
| HORIZONTAL: 1" = 20' | DUPAGE | | |
| VERTICAL: 1" = 5' | STA. | TO STA. | |
| PROJECT NO. 11-1508-35 | | | |

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NOT FOR BID



| JOB NO. | USMH | DSMH | REPAIR LENGTH | SERVICE | DEPTH | SURFACE | PIPE LENGTH |
|---------|-------|-------|---------------|---------|-------|---------|-------------|
| TL1 | 3-067 | 3-068 | TBD | 1 | 5.80' | STREET | 197' |



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| |
|--------------------|
| DESIGNED: C MORLEY |
| DRAWN: R JOHNSON |
| CHECKED: C MORLEY |
| DATE: MAY 7, 2014 |



VILLAGE OF VILLA PARK
SANITARY SEWER REHAB

T-LINER #1
WESTMORE AVENUE

| | | | |
|------------------------|--------|--------------|-----------|
| SCALES | COUNTY | TOTAL SHEETS | SHEET NO. |
| HORIZONTAL: 1" = 20' | DUPAGE | | |
| VERTICAL: 1" = 5' | STA. | TO STA. | |
| PROJECT NO. 11-1508-35 | | | |

NOT FOR BID