PROJECT MANUAL

ROSALIND STREET AND FAIRVIEW AVENUE WATER SYSTEM INTERCONNECTION
CONTRACT 2509-0820
CITY OF JOLIET, ILLINOIS

Prepared by:

STRAND ASSOCIATES, INC.®
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Issued for Bid
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Section 00 01 10-2
1255.128/1-2020
BIDDING AND CONTRACTING REQUIREMENTS
LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT FOR BIDS
CONTRACT NO. 2509-0820

PROJECT NAME: ROSALIND STREET AND FAIRVIEW AVENUE
WATER SYSTEM INTERCONNECTION

The City of Joliet, Illinois, does hereby invite sealed bids for construction of a water system interconnection in Lockport Township supported by Community Development Block Grant (CDBG) funding. The work consists of installation of approximately 150 linear feet of 6-inch ductile iron water main and appurtenances, precast meter manhole and precast pressure reducing valve vault, and all work necessary to restore the area to its original condition.

Bids will be received at until 10 A.M. local time on Tuesday, July 28, 2020. The bid/proposal opening for this project will be at City Hall, 150 West Jefferson Street, Joliet, IL 60432. Due to the COVID-19 pandemic, the City of Joliet has decided to take certain steps to maintain social distancing to try to keep everyone safe.

With this in mind, please note, there will be NO public bid opening. For social distancing reasons, individuals who drop their bids off cannot stay for the bid opening. There will be at least two individuals from different departments of the City that will be present at the opening to videotape the opening and that video will be available to view. To see a copy of the bid opening, please send a request to purchasing@joliet.gov. Bid results will be posted on the City’s website for that project, and e-mails will be sent out to individuals who have subscribed to the RSS feed for that project.

It is preferred that you mail your bids/proposals. They should be addressed as follows:
CITY OF JOLIET - SEALED BID ENCLOSED
OFFICE OF THE CITY CLERK
150 W JEFFERSON ST
JOLIET, IL 60432

If you do choose to hand deliver your bid/proposal, they are to be hand delivered to the west side of City Hall, 150 W. Jefferson St., Joliet, IL 60432, and marked clearly on the outside of the package with the SEALED BID NUMBER AND NAME OF THE PROJECT, DATE AND TIME OF THE BID OPENING, NAME AND ADDRESS AND PHONE NUMBER OF YOUR COMPANY on the outside of the package. All other doors will be locked. Please make sure that you tell the person that you hand the package to that it is a sealed bid/proposal for them to time stamp delivery. If dropping off a bid in person, bids must be dropped off during business hours only between 8 A.M. and 4:30 P.M. We appreciate your patience during these trying times.

Those desiring to submit a bid may examine the bid documents and detailed specifications at the City of Joliet Purchasing Division, 150 West Jefferson Street, Joliet, IL 60432, between the hours of 8 A.M. and 4:30 P.M., Monday through Friday. To view them in person, please call (815) 724-3925 to make an appointment. Electronic copies can be downloaded free of charge at http://www.joliet.gov/bids-proposals. No hard copies of the documents will be available for purchase. All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check, or a Bid Bond in the amount of ten percent (10%) of the Base Bid, payable to the City of Joliet.

The City of Joliet’s local qualified bidder ordinance does not apply to this contract.

All Bidding Document holders should sign up for RSS feeds at https://www.joliet.gov/departments/finance/purchasing/bids-proposals/construction-public-utilities and provide your first and last name and email address to automatically receive addenda. Addenda will also be posted on the City of Joliet’s website at http://www.joliet.gov/bids-proposals.
The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid webpage before submitting a bid to make sure they have received all addenda to a specific contract.

Prequalification pursuant to Ordinance No. 7345 is necessary. Bidders are required to be prequalified through the Illinois Department of Transportation, the Capital Development Board, or the City of Joliet. It is the responsibility of the bidder to ensure that its prequalification information is provided to the City of Joliet Purchasing Division prior to the Bid opening. If bidders are not prequalified through IDOT or the Capital Development Board, then they must be prequalified with the City of Joliet. Financial prequalification forms can be obtained from the City of Joliet website at http://www.joliet.gov/departments/finance/purchasing/prequalification-process. The City of Joliet prequalification MUST be renewed yearly. To check on your current prequalification status, you can email purchasing@joliet.gov. The current price for City of Joliet prequalification is $175, which offsets the costs for independent auditor review of the documents. Those documents are to be submitted to the Purchasing Division, City of Joliet, 150 West Jefferson Street, Joliet IL 60432, at least 6 days prior to the Bid opening.

The Strand Associates, Inc.® project manager is Chris J. Ulm, P.E., who can be contacted at Strand Associates, Inc.®, 1170 South Houbolt Road, Joliet, IL 60431, (815) 744-4200 regarding the project.

The successful bidder will be required to post performance security and to provide a Certificate of Insurance as set forth in the Invitation of Bid and the General Terms & Conditions.

All Bidders must be registered with SAM.gov and provide evidence that their registration is current and in good standing in their bid submittal.

The City of Joliet reserves the right to reject any and all bids, parts of any and all bids, or to waive technical errors or omissions in bids.

This Contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et. seq.) to the extent required by law. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. Section 3, Segregated Facility, Section 109, and E.O 11246 MBE/WBE: Women and Minority Owned Businesses are encouraged to submit a proposal.

BID DOCUMENT FEE: $0.00
Electronic download is free

STEVE JONES
INTERIM CITY MANAGER

MARGARET E. MCEVILLY
CONTRACTS ADMINISTRATOR

END OF SECTION
SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.

B. These articles are not necessarily numbered consecutively.

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ARTICLE 1–DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. Issuing Office—The office from which the Bidding Documents are to be issued.
ARTICLE 2–COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained digitally as stated in the Advertisement to Bid.

2.02 Complete sets of Bidding Documents shall 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 for the Work and do not confer a license for any other use.

2.04 Drawings and specifications for the project are being offered to Bidders in electronic form (.pdf format). Such Bidder must have Adobe Reader 6.0 or later to access the electronic files. Paper copies will be used for Contract execution.

ARTICLE 3–QUALIFICATIONS OF BIDDERS

3.01 Prequalification pursuant to Ordinance No. 7345 is necessary. All bidders shall become prequalified in one of the following ways:

A. Bidders are required to be prequalified through the Illinois Department of Transportation, the Capital Development Board, or the City of Joliet. It is the responsibility of the bidder to ensure that its prequalification information is provided to the City of Joliet Purchasing Division prior to the bid opening.

B. If bidders are not prequalified through IDOT or CDB, then they must be prequalified with the City of Joliet. Financial prequalifications forms can be obtained from the City of Joliet website at http://www.joliet.gov/departments/finance/purchasing/prequalification-process. This prequalification MUST be renewed yearly. To check on current prequalification status, contact purchasing@joliet.gov. The current price for City of Joliet prequalification is $175, which offsets the costs for independent auditor review of the documents. In addition to the form being submitted, a financial statement prepared by a duly certified public accountant of Illinois shall also be submitted. The financial statement must include the company’s latest balance sheet and income statement showing the following items: Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses). The evaluation of the independent auditor shall determine the amount of prequalification. Prequalification shall be valid for a period of twelve (12) calendar months following the date of certification by the independent auditors. Documents are to be submitted to the Purchasing Division, City of Joliet, 150 West Jefferson Street, Joliet, IL 60432, at least six days prior to the bid opening.

C. Bids from bidders who have not submitted required prequalification documents as required in subsection A or B above shall not be opened.

3.02 Bidder must be prepared to submit evidence of Bidder’s qualifications to do business in the state where the Project is located prior to award of the Contract.

3.03 Bidders shall submit the documentation listed in Paragraph 7.01 of the Bid Form (Section 00 41 00).

3.04 No requirement in this Article 3 to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidder’s qualifications.
3.05 Bidder is advised to carefully review those portions of the Bidding Documents requiring Bidder’s representations and certifications.

3.06 All bidders must be registered with SAMS.gov and provide evidence that their registration is current and in good standing.

ARTICLE 4–SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by OWNER for the use of CONTRACTOR. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by CONTRACTOR.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify,

   a. Those reports known to OWNER of explorations and tests of subsurface conditions at or contiguous to the Site.

   b. Those drawings known to OWNER of physical conditions relating to existing surface and subsurface structures at the Site (except Underground Facilities).

   c. Reports and drawings known to OWNER relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

2. Copies of reports and drawings referenced in Paragraph 4.02.A, which are not included with the Bidding Documents, will be made available by OWNER to any Bidder on request. Reports and drawings, whether included in the Bidding Documents or not, are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraphs 5.03 and 5.06 of the General Conditions has been identified and established in Paragraphs 5.03 and 5.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.
C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal work hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request in advance and after submittal of Bidder’s evidence of insurance coverage meeting the requirements designated in the General and Supplementary Conditions for CONTRACTOR, and to the extent OWNER has control over the Site, and schedule permitting, OWNER will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. OWNER will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on OWNER’s authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 OWNER’s Safety Program

A. Site visits and work at the Site may be governed by an OWNER safety program. As Paragraph 7.12.C of the General Conditions indicates, if any OWNER safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which OWNER is aware (if any) that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If OWNER is party to a written contract for such other work, then on request, OWNER will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.
ARTICLE 5–BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents and any Addenda;

B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

1. the cost, progress, and performance of the Work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and

3. Bidder’s safety precautions and programs;

F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder;

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 6–PREBID CONFERENCE

6.01 A prebid conference will not be held for the Project.

ARTICLE 7–INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. 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 Issuing Office as having received the Bidding Documents.

7.02 All requests for interpretation must be received at least five days prior to the day set for receiving Bids. Addenda will be issued not later than three days prior to the day set for receiving Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

7.03 Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.04 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.05 All addenda shall be acknowledged, not only on the Bid form, but on the outside of the sealed opaque envelope. Bids received without acknowledgement of Addenda, if any, on the outside of the sealed opaque envelope shall be returned to Bidder unopened.

7.06 Each addendum shall be acknowledged separately on the envelope; (i.e., Addendum No. 1 of [DATE], Addendum No. 2 of [DATE]).

7.07 Addenda will be provided in an electronic format (PDF format) via e-mail. All Bidding Document holders should sign up for RSS feeds at http://joliet.gov/departments/finance/purchasing/bids-proposals/construction-public-utilities and provide your first and last name and e-mail address to automatically receive addenda. Addenda will also be posted on the City of Joliet’s website at http://www.cityofjoliet.info/bids-proposals. All Bidding Document holders must provide a name, address, and e-mail address to receive electronic addenda and must reply to the e-mail to indicate receipt of the addenda.

ARTICLE 8–BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 10% of the Bidder’s maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
8.02 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of the Bidder will be forfeited. Such forfeiture shall be OWNER’s exclusive remedy if Bidder defaults.

8.03 Bid security of Bidders will be retained unless requested to be returned and will not be returned until after Contract has been awarded or until the Bid hold period expires.

ARTICLE 9–CONTRACT TIMES

9.01 The numbers of days within which, or the dates by which, Milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

ARTICLE 10–LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11–SUBSTITUTE OR “OR EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without evaluation of Equipment Alternatives listed in the Lump Sum Base Bid, if any, and without evaluation of possible substitute or “or equal” items. Whenever it is specified or described in the Bidding Documents that an Equipment Alternative listed in the Lump Sum Base Bid or that a substitute or “or equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be evaluated by ENGINEER until after the Effective Date of the Agreement.

ARTICLE 12–SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, OWNER may not require the Successful Bidder or CONTRACTOR to retain any Subcontractor, Supplier, or other individual or entity against which CONTRACTOR has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of the Subcontractors or Suppliers proposed for the Work. If requested by OWNER, 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, or other individual or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid 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.
12.04 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, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13–PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Forms signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address and state of incorporation shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member, if the LLC is member-managed, or by a manager, if manager-managed, and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder’s name and official address.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown.

13.07 All names shall be printed below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract. Bidder’s state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.
13.11 All Bids shall be signed in the presence of and be notarized by a Notary Public or other Officer authorized to administer oaths.

ARTICLE 14—BASIS OF BID

14.01 Lump Sum

   A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Discrepancies between 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. Discrepancies between words and figures will be resolved in favor of the words.

14.03 For cash allowances the Contract Price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents as provided for in Paragraph 13.02.B of the General Conditions. The final Contract Price will be adjusted to reflect actual costs on account of cash allowances.

14.04 The following cash allowances shall be included in the Bid for Contract(s).

<table>
<thead>
<tr>
<th>Unsuitable Foundation Material for Structures and Roads</th>
<th>Section 31 23 00—Excavation, Fill, Backfill and Grading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsuitable Foundation Material for Utility Trenches</td>
<td>Section 31 23 00—Excavation, Fill, Backfill and Grading</td>
</tr>
<tr>
<td>Disposal of Material at a Landfill</td>
<td>Section 31 23 00—Excavation, Fill, Backfill and Grading</td>
</tr>
<tr>
<td>Disposal of Material at a Landfill Following Rejection at a CCDD Facility</td>
<td>Section 31 23 00—Excavation, Fill, Backfill and Grading</td>
</tr>
<tr>
<td>Disposal of Hazardous Waste</td>
<td>Section 31 23 00—Excavation, Fill, Backfill and Grading</td>
</tr>
<tr>
<td>Sewer Replacement with Water Main-Quality Sewer</td>
<td>Section 33 00 00—Buried Piping and Appurtenances</td>
</tr>
</tbody>
</table>

ARTICLE 15—SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to place indicated in the Advertisement or Invitation to Bid. No relief will be provided for a mailed Bid not being received by the prescribed time.
15.04 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16–MODIFICATION AND WITHDRAWAL OF BIDS

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17–OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid. For social distancing reasons, individuals cannot stay for the bid opening. OWNER will videotape the opening and that video will be made available. Bid results will be posted on the City’s website and emails sent out to individuals who have subscribed to the RSS feed for the project. An abstract of the amounts of the base bids and major alternatives and components, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18–BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19–EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 OWNER reserves without limitation the right to reject any or 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 accept or reject all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. 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. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be nonresponsible.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
19.04 In evaluating Bids, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities 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.

19.05.1 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, individuals or entities to perform the Work in accordance with the Contract Documents to OWNER’s satisfaction within the prescribed time. Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.05.2 OWNER shall be satisfied that Bidder involved (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.06 If a Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 60 days after the time set for opening Bids.

ARTICLE 20–CONTRACT SECURITY AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER’s requirements as to performance and payment bonds and insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

ARTICLE 21–SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unexecuted counterparts of the Agreement along with all other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER with the required Bonds and insurances. Within 10 days after receipt of properly executed documents and Bonds and insurances which meet all requirements of the Contract Documents, ENGINEER will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 22–RETAINAGE

22.01 Provisions concerning retainage are set forth in the Agreement.
ARTICLE 23–WAGE RATE DETERMINATION

23.01 This Contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et seq.) to the extent required by law. For Prevailing Wage information please refer to the City of Joliet Website https://www.joliet.gov/departments/finance/purchasing/prevailing-wage-information. If there is difficulty retrieving the prevailing wage information from the website, contact Margaret McEvilly at mmcevilly@joliet.gov or call 815-724-3926.

23.02 For current Prevailing Wage Rates, refer to the State of Illinois Website and follow the instructions given: https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224aceee8fc2.

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

23.04 The wage rates are incorporated in this Project Manual. Illinois Prevailing Wage Act and Davis-Bacon Wage Rates are applicable. CONTRACTOR and subcontractors are to pay whichever rate is higher.

23.05 See Section 01 41 00 of the General Requirements for additional information.

ARTICLE 24–TAXES

24.01 The Bid shall include all taxes in effect at the time the Bid is submitted. No charge will be allowed for taxes from which OWNER is exempt. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the Illinois Department of Revenue. Refer to the Supplementary Conditions SC-7.09 for additional information.

ARTICLE 25–LAWS, ORDINANCES, AND REGULATIONS

25.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

ARTICLE 26–FUNDING

26.01 This Contract must follow all Federal Community Development Block Grant (CDBG) requirements. Related federal requirements are provided in Appendix A. The County of Will is overseeing OWNER’s administration of the Rosalind Street and Fairview Avenue Water System Interconnection Contract to ensure that all HUD requirements are being met. The County will be conducting employee interviews and site inspections to verify work roles and payment of required wages.

END OF SECTION
ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 10 A.M. local time, July 28, 2020.

1.02 This Bid is submitted to: Office of the City Clerk
City of Joliet
150 West Jefferson Street
Joliet, IL 60432

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 85 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within 15 days after the date of OWNER’s Notice of Award.

ARTICLE 3–BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:
A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Date:</th>
<th>Addendum Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
ARTICLE 4—FURTHER REPRESENTATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial noncompetitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
ARTICLE 5–BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP</td>
<td>Complete in Place</td>
</tr>
<tr>
<td>CY</td>
<td>Cubic Yard</td>
</tr>
<tr>
<td>DI</td>
<td>Ductile Iron</td>
</tr>
<tr>
<td>DIA</td>
<td>Diameter</td>
</tr>
<tr>
<td>EA</td>
<td>Each</td>
</tr>
<tr>
<td>EST</td>
<td>Estimate(d)</td>
</tr>
<tr>
<td>EXCL</td>
<td>Excluding</td>
</tr>
<tr>
<td>FT</td>
<td>Feet</td>
</tr>
<tr>
<td>GAL</td>
<td>Gallon</td>
</tr>
<tr>
<td>HERCP</td>
<td>Horizontal Elliptical RCP</td>
</tr>
<tr>
<td>HRS</td>
<td>Hours</td>
</tr>
<tr>
<td>IN</td>
<td>Inch</td>
</tr>
<tr>
<td>INCL</td>
<td>Including</td>
</tr>
<tr>
<td>LBS</td>
<td>Pounds</td>
</tr>
<tr>
<td>LF</td>
<td>Linear Foot</td>
</tr>
<tr>
<td>LS</td>
<td>Lump Sum</td>
</tr>
<tr>
<td>LT</td>
<td>Left</td>
</tr>
<tr>
<td>MBF</td>
<td>Thousand Board Feet</td>
</tr>
<tr>
<td>MFOB</td>
<td>Thousand Freight-On-Board</td>
</tr>
<tr>
<td>MH</td>
<td>Manhole</td>
</tr>
<tr>
<td>RCP</td>
<td>Reinforced Concrete Pipe</td>
</tr>
<tr>
<td>RT</td>
<td>Right</td>
</tr>
<tr>
<td>SF</td>
<td>Square Foot</td>
</tr>
<tr>
<td>STA</td>
<td>Station</td>
</tr>
<tr>
<td>SY</td>
<td>Square Yard</td>
</tr>
<tr>
<td>T</td>
<td>Ton</td>
</tr>
<tr>
<td>VLF</td>
<td>Vertical Linear Foot</td>
</tr>
<tr>
<td>W/</td>
<td>With</td>
</tr>
<tr>
<td>W/O</td>
<td>Without</td>
</tr>
</tbody>
</table>

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.
BID

ROSALIND STREET AND FAIRVIEW AVENUE WATER SYSTEM INTERCONNECTION
CONTRACT 2509-0820
CITY OF JOLIET, ILLINOIS

BIDDER: ____________________________________________________________

LUMP SUM BID:

_________________________________________ Dollars $________________

(Words) (Numbers)

See Section 01 29 00–Contract Considerations for discussion of cash allowances to include in the Bid.
The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Estimated Quantity Included in the Lump Sum Base Bid</th>
<th>Unit</th>
<th>Bid Unit Price</th>
<th>Total Bid Price Included in the Lump Sum Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Disposal of Material at Landfill Section 31 23 00</td>
<td>20 T</td>
<td>T</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Disposal of Material at Landfill Following Rejection From CCDD Facility Section 31 23 00</td>
<td>10 T</td>
<td>T</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Disposal of Hazardous Waste Section 31 23 00</td>
<td>5 T</td>
<td>T</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Unsuitable Foundation Material for Structures and Roads Section 31 23 00</td>
<td>15 CY</td>
<td>CY</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Unsuitable Foundation Material for Utility Trenches Section 31 23 00</td>
<td>15 CY</td>
<td>CY</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>8-IN Sewer Replacement W/Water Main-Quality Sewer Section 33 00 00</td>
<td>40 LF</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>12-IN Sewer Replacement W/Water Main-Quality Sewer Section 33 00 00</td>
<td>70 LF</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>36-IN Sewer Replacement W/Water Main-Quality Sewer Section 33 00 00</td>
<td>21 LF</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 40 calendar days after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 calendar days after the date when the Contract Time commences to run.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1  Construction activities shall commence within 10 days of Notice to Proceed

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of ____________________________.
   (Bond or Certified Check)
B. Bidder’s Certification in Compliance with Article 33 of the “Criminal Code of 1961.”
C. Non-Collusion and Certification Statement.
D. Contractor Certifications Instructions.
E. Certification of Section 3 Compliance.
F. Equal Employment Opportunity Certification.
G. Certification of Compliance for Davis-Bacon and Related Acts.
H. Notice–Responsible Bidder Ordinance.
J. Notice to Bidders–Ethics Ordinance.
K. Affidavits–Business Status of Bidder.
L. Affidavit Regarding Bidder Availability.
M. Notice–Federal Requirements.

ARTICLE 8–DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: __________________________________________________________

Street: __________________________________________________________

City, State, Zip Code: ________________________________

Phone No.: ___________________ Fax No.: __________________________

E-mail address: __________________________________________________

ARTICLE 10–BID SUBMITTAL

Submitted on __________________________

State Contractor License Number __________________ (if applicable).
If Bidder is:

An Individual

By: ________________________________  (Individual’s signature)

Name (typed or printed): ________________________________

Doing business as: ________________________________

Business address: ________________________________

Phone No.: ________________________________  Fax No.: ________________________________

E-mail address: ________________________________

A Partnership

Partnership Name: ________________________________  (SEAL)

By: ________________________________  (Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Business address: ________________________________

Phone No.: ________________________________  Fax No.: ________________________________

E-mail address: ________________________________

A Corporation

Corporation Name: ________________________________  (SEAL)

State of Incorporation: ________________________________

Type (General Business, Professional, Service, Limited Liability): ________________________________

By: ________________________________  (Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________  (CORPORATE SEAL)

Attest ________________________________  (Signature of Corporate Secretary)

Business address: ________________________________

Phone No.: ________________________________  Fax No.: ________________________________

E-mail address: ________________________________

Date of Qualification to do business in (State where the Project is located) is ________________________________

__________________________

Sworn and subscribed to before me this ______ day of __________, ______

__________________________

Notary Public or Other Officer

Authorized to Administer Oaths.

My Commission expires: ________________________________
A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: ________________________________

By: ________________________________
   (Signature)

   ________________________________, [Member] [Manager]
   (Print Name)

Business Address: ________________________________

Telephone: ________________________________

Email: ________________________________

Fax: ________________________________
A Joint Venture

Name of Joint Venture: ________________________________

First Joint Venturer Name: ________________________________ (SEAL)

By: ______________________________________

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

Phone No.: ____________  Fax No.: ____________

E-mail address: ________________________________

Second Joint Venturer Name: ________________________________ (SEAL)

By: ______________________________________

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

Phone No.: ____________  Fax No.: ____________

E-mail address: ________________________________

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

__________________________________________

(Each joint venturer 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.)

Sworn and subscribed to before me this _____ day of __________, ______

__________________________________________

Notary Public or Other Officer

Authorized to Administer Oaths.

My Commission expires: _________________________
10% BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date: 
Description (Project Name—Include Location):

BOND

Bond Number: 
Date: 
Penal sum $ (Words) $ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

(Seal) 
Bidder’s Name and Corporate Seal

By: 
Signature

Print Name

Title

Attest: 
Signature

Title

SURETY

(Seal) 
Surety’s Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Print Name

Title

Attest: 
Signature

Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder’s and Surety’s liability. Recovery of such penal sum under the terms of this Bond shall be Owner’s sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   
   3.1 Owner accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   
   3.2 All Bids are rejected by Owner, or
   
   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.
Bidder Certification
In Compliance with Article 33E to the
"Criminal Code of 1961"

I _______________________________________________________, do hereby certify that:

1. I am ___________________________ of the ___________________________________
   Position           Firm
   and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract as a result of a violation of either Section
   33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal
   Code of 1961."

Name of Firm ______________________________________________

Signature _________________________________________________

Title _____________________________________________________

Date _____________________________________________________

Corporate Seal (where appropriate)

On this _______day of _____________________________20_____, before me appeared (Name)
____________________________________________________________

who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) _________________________________
to execute the affidavit and did so as his or her free act and deed.

Notary Public ________________________________Commission Expires ________________

Notary Seal
NON-COLLUSION AND CERTIFICATION STATEMENT

1. By submission of the Bid, each Bidder and, in the case of a joint Bid, each party to the joint Bid certifies as to his or her own organization, that in connection with the Bid:

   a. 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 the prices with any other bidder or with any competitor;

   b. Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to Bid opening; and

   c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a Bid for the purpose of restricting competition. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 2012 [720 ILCS 5/33 E-11]; and

2. Each person signing the Bid shall certify that (check one):

   --- He/she is the person in the Bidder’s organization responsible 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 1.a. through 1.c.; or

   --- He/she is not the person in the Bidder’s organization responsible for the decision as to the prices being bid but that he/she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

__________________________________________
Signature of Authorized Representative

__________________________________________
Typed Name and Title of Authorized Representative

Sworn and subscribed to before me this _______ day of __________________________
__________________________________________
Notary Public or Other Officer Authorized to Administer Oaths.
My Commission expires: __________________________
The City of Joliet has adopted the Responsible Bidder Ordinance. In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract and include satisfactory evidence thereof in its bid.

1. The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in Illinois.

2. The bidder must have a valid Federal Employer Tax Identification Number or Social Security Number.

3. The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order No. 11246.

4. The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.

5. The bidder must comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.

6. All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act must submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.

7. For construction projects (construction of new facilities, renovation of existing facilities or road construction projects) over $25,000.00, or demolition contracts over $25,000.00, the bidder must provide apprenticeship and training programs that are either registered with the United States Department of Labor’s Bureau of Apprenticeship and Training or are reasonably equivalent to such programs.

MARGARET E. MCEVILLY
Purchasing/Contract Administrator
DEPARTMENT OF
PUBLIC WORKS &
UTILITIES
815-724-4230 Direct
815-723-7770 Fax

CITY OF JOLIET

GENERAL CONTRACTOR

RE:    2020 CONSTRUCTION PROJECTS

Dear General Contractor:

The City of Joliet currently has specifications, which require ten (10%) percent minority participation in contracts over $100,000.00. In an effort to track this information letter, the City of Joliet will be requiring all GENERAL CONTRACTS to submit to a complete list of subcontractors they intend to use on the awarded project at the pre-construction meeting. The issuance of this sub-contractor list will help the City ensure that minority requirements are met as well as prevailing wages. The sub-contractor list should include the dollar amount or percentage of this contract for the work the sub-contractor is responsible. I.D.O.T. for BC 280-A is an example of such an acceptable form. In addition, the specification states that monthly certified payroll records are to be submitted to the Engineer. This will also be enforced for the upcoming construction season.

The City of Joliet appreciates your effort throughout the years and looks forward to working with you in the upcoming construction season.

James R. Trizna
Public Works Director

Allison Swisher
Director of Public Utilities
4. **MINORITY EMPLOYMENT REQUIREMENTS:**

For contracts valued greater than $100,000.00:

The Bidder's attention is called to the following Equal Employment Opportunity Construction Contract Specification:

CONTRACTOR's aggregate workforce on all construction work covered by this contract shall include any combination of minority or female participation equaling or exceeding ten percent (10%) of the contractor's aggregate workforce. Compliance with this specification will be measured against the total hours performed, including all subcontracts.

CONTRACTOR shall submit to ENGINEER monthly, certified payroll records in order to monitor the total work hours and those hours worked by minorities and/or females, before receiving a monthly payment. Upon completion of the contract, CONTRACTOR shall submit to the ENGINEER a summary of the total work hours and those hours worked by minorities and/or females prior to receiving any retainage reduction or final payment.

Non-compliance with this specification will result in the retainage of 2% of the total Contract amount for a probationary period of one year from the completion of the Contract. If within the one year probation period CONTRACTOR exceeds the minority employment requirements by the number of man-hours previously deficient, on another OWNER contract, the retainage from the prior contract will be released to CONTRACTOR. If CONTRACTOR fails to make up the minority hours on another contract within the probation period, CONTRACTOR will be penalized 2% of the original contract amount.

**DEFINITION**

Minority shall include:

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 or South American, or other Spanish culture or origin, regardless of race).

3. **Asian and Pacific Island** (all persons having origin 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).

For contracts valued less than or equal to $100,000.00:

The contract does not contain a specific minority employment requirement; however, the City of Joliet encourages the contractor to maximize the amount of minority participation.
NOTICE TO BIDDERS - ETHICS ORDINANCE
AND INSPECTOR GENERAL COMPLIANCE

The City of Joliet has an Ethics Ordinance (Section 2-333 et seq. of the Code of Ordinances of the City of Joliet), which prohibits any appointed or elected official of the City of Joliet or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee anything, item, service, or favor of value to influence that person’s decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the Inspector General, including any solicitation of a thing of value by a City official or employee. A bidder or contractor’s participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of contract, or declaration of ineligibility to bid on future contracts.

It is the duty of any bidder, proposer, consultant, subcontractor, applicant for prequalification for a City contract, applicant for local bidder certification, and all officers, directors, agents partners, and employees of any bidder, proposer, consultant, subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to City of Joliet Ordinance 2-180, et. seq. Any of the aforementioned parties understands and will abide by all provisions of the aforementioned Ordinance. All contractors must inform subcontractors of the provision and require understanding and compliance with it.

A copy of the Joliet Ethics Ordinance and all other ordinances are available in the City Clerk’s office or on the City website for your review.
AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

Corporation
Partnership
Limited Liability Company
Sole Proprietorship
Other (please explain: ____________________________)

Corporation

The state of incorporation is: ____________________________

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

The officers of the corporation are:

President
Secretary
Vice President
Treasurer

The Corporation is authorized to do business in the State of Illinois
**Limited Liability Company**

The state of registration is: ________________________________

The registered agent of the Limited Liability Company in Illinois is:

**Name**

Address ________________________________

**City State Zip**

The registered office of the Limited Liability Company in Illinois is:

**Address**

City State Zip ________________________________

The managers and members of the Limited Liability Company are:

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<tr>
<th>Name</th>
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<th>Address</th>
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<th>City, State</th>
<th>City, State</th>
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</table>

The LLC is authorized to do business in the State of Illinois

**Sole Proprietorship**

The address of the sole proprietor is:

**Address**

City, State ________________________________

The sole proprietor transacts business in Illinois under the following assumed names:

________________________________________

________________________________________
BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for bids/proposals:

A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

C. The bid is genuine and not collusive or sham;

D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

E. All statements contained in such bid are true;

F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

G. 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;

Section 2a

NON-COLLABUSION

A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.

B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.

C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.

D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.

E. This bid is made without the benefit of information obtained in violation of law.
Section 3. The undersigned further states that: (circle A or B)

A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or

B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and

C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company’s workplace;

B. Specifying the actions that will be taken against employees for violations of this prohibition;

C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:

1. Abide by the terms of the statement; and

2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
D. Establishing a drug free awareness program to inform the aforementioned company's employees about:

1. The dangers of drug abuse in the workplace;

2. The aforementioned company's policy of maintaining a drug free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug violations.

E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;

F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;

G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;

H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;

I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

A. Take appropriate personnel action against such employee up to and including termination; or

B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY


Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under
the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.
Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 15. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Joliet Accessibility Code.

Signed by: ____________________________

[Name]

______________________________

[Title]

Subscribed and Sworn to before me this __________ day of _____________________, 20__.

By: ____________________________

Notary Public

-seal-
STATE OF ILLINOIS )                      ******************* ***
COUNTY OF WILL )  SS.  *NOTE: THIS AFFIDAVIT MUST BE
                       *COMPLETED BY THE CHIEF OFFICER
                       *OF THE BIDDER
                      ******************* ***

AFFIDAVIT
REGARDING BIDS FOR WORK UNDER CONTRACT

The undersigned, ___________________________, being first duly sworn on oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to all uncompleted contracts of the undersigned for Federal, State, County, City and private work, including all subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Awards Pending</th>
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<tr>
<td>County and Section No.</td>
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<td>Contract With</td>
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<td>Estimated Completion Date</td>
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<td>Uncompleted Dollar Value</td>
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</table>

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract TO others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

<table>
<thead>
<tr>
<th>Excav. Grading &amp; Clearing</th>
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<th>TOTALS</th>
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<tbody>
<tr>
<td>Portland Cement Concrete Paving</td>
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<tr>
<td>Bituminous Hot Mix Surface</td>
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<tr>
<td>Bituminous Aggregate Mix</td>
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<tr>
<td>Aggregate Bases</td>
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Section 00 46 00-13
| & Surface | Structures | | | | |
| Drainage | | | | | |
| Electrical | | | | | |
| Curb & Gutter | | | | | |
| Sewer | | | | | |
| Water | | | | | |
| Sidewalks | | | | | |
| Demolition | | | | | |
| Other/Explain | | | | | |
| Totals | | | | | |

| Date Equipment Available For Work | | | | | |

________________________
(SIGNATURE)

________________________
(PRINT NAME)

________________________
(TITLE)

Subscribed and Sworn to before me this
____ day of _________, AD, 20____.

________________________
NOTARY PUBLIC
1.1 NOTICE - FEDERAL REQUIREMENTS

A. The funding for the Agreement is provided in whole or in part from grants awarded by one or more Departments or Agencies of the Federal Government. Pursuant to said grant(s), Contractor is required to comply with (and to incorporate into its agreements with any subcontractors) all of the following provisions in the performance of the Agreement.

B. In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

C. Contractor shall abide by all applicable rules, orders and regulations as set forth by the City of Joliet and the United States Department of Housing and Urban Development (HUD) for projects assisted under a program providing direct federal financial assistance. This includes Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and the Americans with Disability Act (P.L. 101-336, 42 U.S.C. 12101-12213).

D. Contractor will comply with all applicable standards, orders, or requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

E. Contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

F. Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

G. Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857 (h-4)) (transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 32). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

H. Contractor will provide access to the City of Joliet, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
   1. Contractor will retain all required records for three years after Owner makes final payments and all other pending matters are closed.

I. Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871)

J. The Contractor acknowledges the existence of requirements and regulations of
the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Agreement shall be immediately (within two months of discovery) reported to the City's project manager. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

K. The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."


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

1. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract, HUD contract or participate in HUD programs pursuant to 24 CFR Part 24.

2. 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 1010, 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."

1.2 NOTICE TO BIDDERS -SECTION 3 COMPLIANCE

A. SECTION 3 CLAUSE

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 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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).

8. The selected bidder will provide certification on forms provided by the City that the contract has complied with Section 3 requirements.

B. PREFERENCE GIVEN TO SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

1. As indicated in Title 24 of the Federal Regulations, Chapter 1, Section 135, Subpart B, Sec. 135.36, Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided below:
   a. Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
   b. Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
c. Other section 3 business concerns.

2. Eligibility for preference. A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, that the business concern is a section 3 business concern as defined in Sec. 135.5.

3. Ability to complete contract. A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

4. A section 3 business concern shall comply with all other requirements of contractors as outlined in the Project Documents.

5. This Section provides specific procedures that will be followed for implementing the section 3 contracting preference:
   a. Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid:
      1) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
      2) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:
         a) \( x = \text{lesser of:} \)
            (1) When the lowest responsive bid is less than $100,000; 10% of that bid, not to exceed $9,000.
            (2)  
            (3)
            (4)  
            (5)  
            (6)  
            (7)  

Section 00 48 00-4
When the lowest responsive bid is at least $100,000, but less than $200,000; 9% of that bid, not to exceed $16,000.

At least $200,000, but less than $300,000; 8% of that bid, not to exceed $21,000.

At least $300,000, but less than $400,000; 7% of that bid, not to exceed $24,000.

At least $400,000, but less than $500,000; 6% of that bid, not to exceed $25,000.

At least $500,000, but less than $1 million; 5% of that bid, not to exceed $40,000.

At least $1 million, but less than $2 million; 4% of that bid, not to exceed $60,000.
C. SECTION 3 RESIDENT

1. A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low income person residing in the metropolitan area in which the Section 3 covered assistance is expended.

D. SECTION 3 BUSINESS CONCERN

1. Section 3 business concern means a business concern, as defined in this section-
   a. That is 51 percent or more owned by section 3 residents; or
   b. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
   c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

E. The selected bidder will be required to furnish a list of all personnel working on the project, including their date of hire or call back date, within 7 days of Notice of Award.
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 1(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.

(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. (l) 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 l(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 l(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 approved.
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/whd/whdforms/wh347.htm](http://www.dol.gov/whd/whdforms/wh347.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;

Form HUD-4010 (06/2009)
(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
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. (l) 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.
CONTRACTOR CERTIFICATION INSTRUCTIONS

Re: Debarment, Suspension, Ineligibility and Voluntary Exclusion

Each prospective contractor who desires to do work under this Contract must certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any HUD program activities.

CONTRACTOR ELIGIBILITY VERIFICATION FORM

Federal IDNumber: ________________________________

Name of Contractor/Subcontractor ________________________________

Address: ________________________________

{Including Zip Code) ________________________________

Sole Proprietorship
List Sole Owner ________________________________

Partnership ________________________________

List All Partners ________________________________

Corporation - Name of all Principals and their titles: 
PRES: ________________________________

V-P: ________________________________

Sec: ____________________________Treas: ______
(1) The prospective contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Contractor ________________________________

_______________________________
(Name)

_______________________________
(Title)
Instructions for Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12459. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
CERTIFICATION of SECTION 3 COMPLIANCE

Name of Business

Address of Business

Job Name

1. The contractor certifies that (s)he has sent 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. The contractor further certifies that (s)he has (or 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.

2. The contractor certifies that he has included 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 further certifies that (s)he 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.

3. The contractor certifies 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.

(Corporate Seal)

Authorizing Name

Signature

Attested by: ____________________________

PENALTY FOR FALSE OR FRAUDULENT STATEMENT:

U.S. Code, Title 18, Section 1001, provides that a fine of up to $10,000.00 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for the willful misrepresentation and the making of a false, fictitious or fraudulent statement knowing the same to be false.

Section 00 48 00-19
The applicant 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 Chapter 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, Joan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, Joan, insurance, or guarantee, the following equal opportunity clause:
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 setting forth the provisions of this nondiscrimination clause.
(2) 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 considerations 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

Equal Employment Opportunity Certification
Excerpt From 41 CFR §60-1.4(b)
contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (l) and 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In

---

Firm Name and Address

By

Title
addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations
200.410 Definition of term “applicant”.
(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
(b) In transactions other than those specified in paragraph (a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.
200.420 Equal Opportunity Clause to be included in contracts and subcontracts.
(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
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, creed, color, 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, creed, color, 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 the nondiscrimination clause.
(2) 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 race, creed, color, 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, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as
amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said 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 or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, 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 regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct 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 vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.
CERTIFICATION of COMPLIANCE

Davis-Bacon and Related Acts Wage Rate Requirements
29 CFR 5.5 • Contract provisions and related matters.

Name of Business

Address of Business

Job Name

The Davis-Bacon and Related Acts (DBRA) are administered by the Wage and Hour Division. These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. As the prime contractor:

1. The contractor certifies that they have included, in every subcontract subject to compliance with regulations in 29 CFR 5.5, the clauses contained in subparagraphs 1 through 11 in paragraph A of the Federal Labor Standards Provision (HUD form 4010 (06/2009)), 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.

2. The contractor certifies that they shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

3. 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.

4. 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.

5. 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.

[Corporate Seal]

Authorizing Name

Signature

Attested by: ________________________________
PENALTY FOR FALSE OR FRAUDULENT STATEMENT;

U. S. Code, Title 18, Section 1001, provides that a fine of up to $10,000.00 or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for the willful misrepresentation and the making of a false, fictitious or fraudulent statement knowing the same to be false.
Proposed Subcontracts Breakdown

TABLE A

FOR THE PERIOD COVERING _____ 20 _____ THROUGH _____ 20 ____
(Duration of CDBG-Assisted Project)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Contract (Business or Profession)</td>
<td>Total Number of Contracts</td>
<td>Total Approximate Dollar Amount</td>
<td>Estimated Number of Contracts to Project Area Businesses*</td>
<td>Estimated Dollar Amount to Project Area Businesses*</td>
</tr>
</tbody>
</table>

*The Project Area is coextensive with the _______________, Will County, Illinois Boundaries.

__________________________________________
Company

__________________________________________  __________________________
Project Name  Project Number

__________________________________________  __________________________
EEO Officer (Signature)  Date
## TABLE B -- ESTIMATED PROJECT WORKFORCE BREAKDOWN

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Category</td>
<td>Total Estimated Positions</td>
<td>No. Positions Currently Occupied by Permanent Employees</td>
<td>No. Positions Not Currently Occupied</td>
<td>No. Positions to be Filled with L.I.P.A.R.*</td>
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<tr>
<td>Officers/Supervisors</td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
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<td>Housing Sales / Rental Management</td>
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<td>Office Clerical</td>
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<td>Service Workers</td>
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<td>Apprentices</td>
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<td>Maximum No. of Trainees</td>
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<td>Others</td>
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* Lower Income Project Area Residents. Individuals residing within the County of Will, whose family income does not exceed 90% of the median income in the SMSA.
CONTRACT SUMMARY REPORT

Subcontractor: to be submitted when the TRADE is 100% complete.
Recipieent/General Contractor: to be submitted when the PROJECT is 100% complete.

1. List each contract/subcontractor, their address and ID number (FEIN if available)
2. Indicate the approximate dollar value of each contract/subcontract.
3. List the type of trade (i.e. plumber, architect, etc).
4. Indicate if it is a Section 3 business concern.
5. Provide ethnic code for the contractor/subcontractor.
6. Indicate if the business is owned by a disabled person and if female owned.

<table>
<thead>
<tr>
<th>Contractor / Subcontractor Name, Address and ID number</th>
<th>Contract Dollar Amount</th>
<th>Type of Trade</th>
<th>Section 3 Business (yes/no)</th>
<th>Ethnic Code</th>
<th>Disabled Owned (yes/no)</th>
<th>Female Owned (yes/no)</th>
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</tbody>
</table>

TOTAL:

Ethnic Codes:

Recipient/Contractor

Name and Title Date

Section 00 48 00-28
THIS AGREEMENT is by and between ____________________________________________
(hereinafter calledOWNER) and ____________________________________________
(hereinafter calledCONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER will retain a consulting engineer ("ENGINEER") to 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 the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete within 40 calendar days after the date when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 calendar days after the date when the Contract Time commences to run.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1  Construction activities shall commence within 10 days of Notice to Proceed

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER $750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER $750 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: CONTRACTOR shall pay OWNER $750 for each day that expires after the time (as duly pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in CONTRACTOR’s Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 13.02 of the General Conditions.
Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, OWNER will retain an amount equal to 10% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the CONTRACTOR and no additional amounts will be retained unless the ENGINEER certifies to the OWNER that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to OWNER on recommendation of ENGINEER, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 15.01.C.5 and 15.01.C.6 of the General Conditions and less 100% of ENGINEER’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First: WRITTEN AMENDMENTS
Second: AGREEMENT
Third: CHANGE ORDERS
Fourth: ADDENDA
Fifth: SUPPLEMENTARY CONDITIONS
Sixth: GENERAL CONDITIONS
Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR’s safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-____, inclusive);

2. Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-3, inclusive);

3. Payment bond (pages 00 61 13.16-1 through 00 61 13.16-3, inclusive);

4. Other bonds
   a. _________ (pages _________ to _________, inclusive);

5. General Conditions (pages 00 72 00-1 through 00 72 00-____, inclusive);

6. Supplementary Conditions (pages 00 73 00-1 through 00 73 00-____, inclusive);

7. Specifications as listed in the table of contents of the Project Manual;

8. Drawings–Sheets No. ____ through No. ____________________________
   inclusive incorporated herein by reference with each sheet bearing the following general title:

   ____________________________

   as well as drawings listed in the table of contents that are bound at the back of these specifications.

9. Addenda ____________________________.

10. Exhibits to this Agreement (enumerated as follows:)
   a. CONTRACTOR’s Bid (pages ____ to ____);
b. Documentation submitted by CONTRACTOR prior to Notice of Award

(______________________________);

11. The following may be delivered or issued on or after the Effective Date of the Agreement:

a. Notice to Proceed (pages {__________} to {__________}, inclusive);

b. Work Change Directives (not attached to this Agreement);

c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

A. 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.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
10.06 CONTRACTOR’s Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means the intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

10.08 Integration

A. The parties’ entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement 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 identified by ENGINEER on their behalf.

This Agreement will be effective on ______________________________________________________________________, _____ (which is the Effective Date of the Agreement).

OWNER

CITY OF JOLIET, ILLINOIS

STEVE JONES, INTERIM CITY MANAGER

________________________________________________________________________________________

(Seal)

Signature

ATTEST:

CHRISTA M. DESIDERIO, CITY CLERK

By:

________________________________________________________________________________________

Signature

Approved as to Form

SABRINA SPANO, INTERIM CORPORATION COUNSEL

________________________________________________________________________________________

Signature

Address for Giving Notices:

Name: __________________________________________________________________________________

Street: _________________________________________________________________________________

City, State, Zip Code: _____________________________________________________________________

Phone: _________________________________________________________________________________

Facsimile: ______________________________________________________________________________

E-mail: _________________________________________________________________________________

Designated Representative: __________________________________________________________________
CONTRACTOR ____________________________________________

____________________________________________________ (Seal)

Signature and Title

ATTEST:

By: ________________________________________________

Signature and Title

Address for Giving Notices:

Name: ________________________________________________

Street: ________________________________________________

City, State, Zip Code: __________________________________

Phone: _______________________________________________

Facsimile: ____________________________________________

E-mail: ______________________________________________

Designated Representative: __________________________________

License No.: _________________________________________

(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)
INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR’s official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer’s (signers’) authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer’s authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer’s (signers’) authority to sign such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, __________________________________________, certify that I am the ____________________________
(Print Name)  (Title of Officer Signing Certificate)

of the corporation named as CONTRACTOR herein above; that ________________,
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then ________________,
(Title of Officer Signing Agreement)

of said corporation; that said Agreement was duly signed for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

____________________________________________
(Corporate Seal)

END OF SECTION
NOTICE TO PROCEED

Dated: ________________________________

TO:

(CONTRACTOR)

ADDRESS: __________________________________________

PROJECT: __________________________________________

OWNER’S CONTRACT NO.: ______________________________

CONTRACT FOR: _____________________________________

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above Contract will commence to run on _____ day of ____________________, 20___. On that date, you are to start performing your obligations under the Contract Documents.

Before you may start any work at the site, Paragraph 2.01.B of the General Conditions provides that you and OWNER must each deliver to each other (with copies to ENGINEER and other identified additional insureds) certificates of insurance, copies of endorsements, and other evidence of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must ______________________________

______________________________________________

______________________________________________

(Add Other Requirements)

(OWNER)

By: ___________________________________________

(Authorized Signature)

(Title)

END OF SECTION
PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT
   Effective Date of the Agreement:
   Amount:
   Description (name and location):

BOND
   Bond Number:
   Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
   Amount:
   Modifications to this Bond Form: None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor’s Name and Corporate Seal

By: ____________________________
Signature

Print Name

Title

Attest: ____________________________
Signature

Title

SURETY

Surety’s Name and Corporate Seal

By: ____________________________
Signature (attach power of attorney)

Print Name

Title

Attest: ____________________________
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

   3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. 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:

   5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

   5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

   5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment 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.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2 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 5; and

   7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. 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 a declaration of 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 periods of limitations 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 address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for 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 Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

The City reserves the right to require the successful bidder to supply a Performance Bond issued by a surety authorized to do business in the State of Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bond shall be filed within ten (10) calendar days of acceptance of the Bidder’s proposal by the City of Joliet. The bond, unless otherwise specified by the City’s Purchasing Manager, shall be in the amount of 100% of the total contract price. The form of the Bond shall be subject to the approval of the Corporation Counsel of the City of Joliet.
PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT
   Effective Date of the Agreement:
   Amount:
   Description (name and location):

BOND
   Bond Number:
   Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
   Amount:
   Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

__________________________________________ (seal)
Contractor’s Name and Corporate Seal

By: ______________________________________
Signature

Print Name

Title

Attest: ____________________________________
Signature

Title

SURETY

__________________________________________ (seal)
Surety’s Name and Corporate Seal

By: ______________________________________
Signature (attach power of attorney)

Print Name

Title

Attest: ____________________________________
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety’s obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety’s failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment were furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount of previous payments received by the Claimant; and
7. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction 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.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

The City reserves the right to require the successful bidder to supply a Payment Bond issued by a surety authorized to do business in the State of Illinois and having a current A.M. Best financial strength rating of not less than “A-”. The bond shall be filed within ten (10) calendar days of acceptance of the Bidder’s proposal by the City of Joliet. The bond, unless
otherwise specified by the City's Purchasing Manager, shall be in the amount of 100% of the total contract price. The form of the Bond shall be subject to the approval of the Corporation Counsel of the City of Joliet.
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS®
These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC’s Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. Agreement—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. Application for Payment—The 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. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. Bidder—An individual or entity that submits a Bid to Owner.

6. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. Claim—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer
has declined to address. A demand for money or services by a third party is not a Claim.

11. **Constituent of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. **Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.

14. **Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. **Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. **Contractor**—The individual or entity with which Owner has contracted for performance of the Work.

17. **Cost of the Work**—See Paragraph 13.01 for definition.

18. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. **Effective Date of the Contract**—The date, indicated in the Agreement, on which the Contract becomes effective.

20. **Engineer**—The individual or entity named as such in the Agreement.

21. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. **Milestone**—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. **Notice of Award**—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.

27. **Notice to Proceed**—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. **Owner**—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. **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.

30. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. **Project Manual**—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

33. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.

35. **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.

36. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. **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.

40. **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.

41. **Successful Bidder**—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.

43. **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 a Subcontractor.

44. **Technical Data**—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. **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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. **Unit Price Work**—Work to be paid for on the basis of unit prices.

47. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 **Terminology**

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated 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 information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. **Day:**

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 15.03 or 15.04).

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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. Bonds: 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 Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. Evidence of Owner’s Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

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

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 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 2.03.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 the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient’s use of software application packages, operating systems, or
computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, 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 part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. **Contractor’s Verification of Figures and Field Measurements:** Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,
error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. **Contractor’s Review of Contract Documents**: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. **Resolving Discrepancies**:

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

2. **Requirements of the Contract Documents**

   A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

   B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer’s written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

   C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
3.05  **Reuse of Documents**

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01  **Commencement of Contract Times; Notice to Proceed**

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

4.02  **Starting the Work**

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

4.03  **Reference Points**

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

4.04  **Progress Schedule**

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor’s Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. 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.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 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.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part
by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. **Removal of Debris During Performance of the Work:** During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris 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 and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. **Loading of Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 Subsurface and Physical Conditions

A. **Reports and Drawings:** The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. **Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; 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.
5.04 Differing Subsurface or Physical Conditions

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. Engineer’s Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner’s obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations.

C. Owner’s Statement to Contractor Regarding Site Condition: After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations, in whole or in part.

D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
c. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such commitment; or
   c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. Contractor’s Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; 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 information and data regarding existing Underground Facilities at the Site;
      b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
      c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
      d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after
becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. **Engineer’s Review**: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. **Owner’s Statement to Contractor Regarding Underground Facility**: After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations in whole or in part.

E. **Possible Price and Times Adjustments**:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
   c. 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; and
   d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the Underground Facility in question.
5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:
   1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
   2. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
   1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.
ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is
maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor’s interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor’s Insurance

A. Workers’ Compensation: Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance for:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers’ Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees (by stop-gap endorsement in monopolist worker’s compensation states).
4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. 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.

C. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 01 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor’s pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result
of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. **Additional insureds:** The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. **Contractor’s professional liability insurance:** If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. **General provisions:** The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that 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.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.
6.04 Owner’s Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.

B. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

A. Builder’s Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder’s risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

8. allow for the waiver of the insurer’s subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. Deductibles: The purchaser of any required builder’s risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder’s risk policy, or through Contractor) will provide notice of such occupancy or use to the builder’s risk insurer. The builder’s risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder’s risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.

E. Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor’s expense.

F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
6.06 **Waiver of Rights**

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder’s risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. 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 or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder’s risk insurance and any other property insurance applicable to the Work.

6.07 **Receipt and Application of Property Insurance Proceeds**

A. Any insured loss under the builder’s risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the
policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder’s risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 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.

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.

7.02 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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 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, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work 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.

7.04 “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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, 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

      4) it is not objectionable to Owner.

   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.

B. Contractor’s Expense: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.

C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
D. **Effect of Engineer’s Determination**: Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. **Treatment as a Substitution Request**: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 **Substitutes**

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

   a. shall certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design,
      2) be similar in substance to that specified, and
      3) be suited to the same use as that specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from that specified, and
2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. **Engineer’s Evaluation and Determination:** Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer’s determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. **Special Guarantee:** Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.

D. **Reimbursement of Engineer’s Cost:** Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. **Contractor’s Expense:** Contractor shall provide all data in support of any proposed substitute at Contractor’s expense.

F. **Effect of Engineer’s Determination:** If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer’s denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor’s Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner’s requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be 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.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. 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.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
O. 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 create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 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, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor’s Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work
7.09 **Taxes**

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

7.10 **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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor’s responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor’s Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 **Record Documents**

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

7.12 **Safety and Protection**

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner’s safety programs, if any. The Supplementary Conditions identify any Owner’s safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor’s safety program with which Owner’s and Engineer’s employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor’s duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor’s duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 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.

7.14 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.

7.15 **Emergencies**

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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.

7.16 **Shop Drawings, Samples, and Other Submittals**

A. **Shop Drawing and Sample Submittal Requirements:**

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
   
   a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   
   b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   
   c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
   
   d. determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. **Submittal Procedures for Shop Drawings and Samples:** Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. **Shop Drawings:**

   a. Contractor shall submit the number of copies required in the Specifications.

   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 7.16.D.

2. **Samples:**
   a. Contractor shall submit the number of Samples required in the Specifications.
   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer’s review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. **Other Submittals:** Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.
   
   3. Engineer’s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
   
   4. Engineer’s review and approval of a Shop Drawing or Sample 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 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
   
   5. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
   
   6. Engineer’s review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
   
   7. Neither Engineer’s receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer’s charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer’s charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor’s General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on 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;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.
D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor’s performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from 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 officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A 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 7.18.A shall not extend to the liability of Engineer and Engineer’s officers, directors, members, 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.

7.19 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 Laws and Regulations.

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, 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, 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 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner’s employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner’s employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others’ work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 8, 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.
8.02 **Coordination**

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner’s employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. an itemization of the specific matters to be covered by such authority and responsibility; and
3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 **Legal Relationships**

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

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

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

ARTICLE 9 – OWNER’S RESPONSIBILITIES

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

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

9.03 Furnish Data
   A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due
   A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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

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

9.07 Change Orders
   A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.
9.08 Inspections, Tests, and Approvals
   A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

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

9.10 Undisclosed Hazardous Environmental Condition
   A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

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

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

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

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

10.02 Visits to Site
   A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
   B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during
or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 **Project Representative**

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 **Rejecting Defective Work**

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 **Shop Drawings, Change Orders and Payments**

A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. 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, are set forth in Paragraph 7.19.

C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.06 **Determinations for Unit Price Work**

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

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

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

10.08 **Limitations on Engineer’s Authority and Responsibilities**

A. Neither Engineer’s authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, 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 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

   a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

   b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an
adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 **Owner-Authorized Changes in the Work**

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

11.03 **Unauthorized Changes in the Work**

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

11.04 **Change of Contract Price**

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on
the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. **Contractor’s Fee** When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor’s fee shall be 15 percent;
      
      b. for costs incurred under Paragraph 13.01.B.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 Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor’s fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
      
      d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      
      e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 **Change of Contract Times**

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor’s progress.

11.06 **Change Proposals**

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under
the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. **Procedures**: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. **Engineer’s Action**: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer’s inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. **Binding Decision**: Engineer’s decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. **Resolution of Certain Change Proposals**: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

### 11.07 Execution of Change Orders

A. **Owner and Contractor** shall execute appropriate Change Orders covering:

1. 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;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner’s acceptance of defective Work under Paragraph 14.04 or Owner’s correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

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

ARTICLE 12 – CLAIMS

12.01 Claims

A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer’s decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor’s knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim
submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.

E. **Partial Approval:** If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. **Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. **Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

13.01 **Cost of the Work**

A. **Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. **Costs Included:** Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. 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, and 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 13.01.

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, as imposed by Laws and Regulations.
   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes
g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work 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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.

2. 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 Paragraph 13.01.B.

D. Contractor’s Fee: When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
B. **Cash Allowances:** Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. **Contingency Allowance:** 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.

13.03 **Unit Price Work**

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer’s preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer’s written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer’s written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

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

14.02 Tests, Inspections, and Approvals
A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor’s expense unless Contractor had given Engineer timely notice of Contractor’s intention to
cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. Contractor’s Obligation: It is Contractor’s obligation to assure that the Work is not defective.

B. Engineer’s Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer’s observation, and then replace the covering, all at Contractor’s expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor’s full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work 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.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, 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, then 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 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Engineer and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will
include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor’s defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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, a warehouse bond, 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.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer’s recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer’s observations of the executed Work as an experienced and qualified design professional, and on Engineer’s review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer’s knowledge, information and belief:
a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, 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 money 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 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer’s opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. **Payment Becomes Due:**

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

E. **Reductions in Payment by Owner:**

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
   a. claims have been made against Owner on account of Contractor’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor’s conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
   c. Contractor has failed to provide and maintain required bonds or insurance;
   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
   f. the Work is defective, requiring correction or replacement;
   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
   h. the Contract Price has been reduced by Change Orders;
   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
   j. liquidated damages have accrued as a result of Contractor’s failure to achieve Milestones, Substantial Completion, or final completion of the Work;
   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
   l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount
remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor’s Warranty of Title

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

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor’s notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner’s objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner’s use or occupancy of the Work following Substantial Completion, review the builder’s risk insurance policy with respect to the end of the builder’s risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner’s use or occupancy of the Work.
E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder’s risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of
inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
   a. all documentation called for in the Contract Documents;
   b. consent of the surety, if any, to final payment;
   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
   d. a list of all disputes that Contractor believes are unsettled; and
   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of 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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer’s opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer’s written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation,
including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor’s continuing obligations under the Contract Documents.

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

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the 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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

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, 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.
ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

4. Contractor’s repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,
and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 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; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 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 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 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 are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for
expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 **Methods and Procedures**

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS**

18.01 **Giving Notice**

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 **Computation of Times**

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

18.03 **Cumulative Remedies**

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
18.04 Limitation of Damages
   A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver
   A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

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

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

18.08 Headings
   A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

C. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

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SC-1.01.A Defined Terms

Insert in the first sentence after the phrase “printed with initial capital letters” the following phrase:

“or with all capital letters”

SC-1.01.A.8 Change Order

Insert a comma and the word “ENGINEER” immediately after the word “CONTRACTOR” in this definition.

SC-1.01.A.18 Drawings

Add the following to the end of Paragraph 1.01.A.18:

The following Drawings are part of the Contract Documents:


Electronic files were provided for the convenience of CONTRACTOR. The data on which CONTRACTOR may rely is limited to the paper copy.

SC-1.01.A.48 Work Change Directive

Amend the phrase “signed by OWNER” in the first sentence of Paragraph 1.01.A.48 to read as follows:

“signed by OWNER and CONTRACTOR.”

Add the following language to the end of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49 Request for Information

Add the following new paragraph immediately after Paragraph 1.01.A.48:

49. Request for Information:

Written request submitted by CONTRACTOR to ENGINEER on a form supplied by ENGINEER requesting clarification, interpretation, or additional information pertaining to Contract Documents.
SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

B. Evidence of CONTRACTOR’s Insurance: When CONTRACTOR delivers the executed counterparts of the Agreement to OWNER, CONTRACTOR shall also deliver to OWNER copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. CONTRACTOR may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of OWNER’s Insurance: After receipt from CONTRACTOR of the executed counterparts of the Agreement and all required bonds and insurance documentation, OWNER shall promptly deliver to CONTRACTOR copies of the policies of insurance to be provided by OWNER under Article 6 (if any). OWNER may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.03 Before Starting Construction

Add the following subparagraph to Paragraph 2.03:

4. a proposed listing of subcontractors and major material and equipment suppliers. The list shall include any proposed substitutions in accordance with Paragraph 7.05.

SC-2.05 Initial Acceptance of Schedules

Add the following language to the end of Paragraph 2.05.A.2:

The schedule for shop drawings shall show all submittals complete before 50% of completion of the Work and the schedule for maintenance manuals shall show all submittals complete before 75% of completion of the Work.

Add the following new paragraph immediately after Paragraph 2.05.A:

B. The times included in this paragraph apply to the preliminary schedules. See Division 01 for other submittal and time requirements for the construction progress schedule and submittal schedule.

SC-3.03 Reporting Discrepancies

Add the following language at the end of Paragraph 3.03.A:

4. CONTRACTOR shall report apparent discrepancies to ENGINEER using a Request for Information form on a form supplied by Engineer. The Request for Information form shall:

a. be submitted by CONTRACTOR only;

b. be legible and complete;

c. not be used for the purposes of only confirming or verifying issues; and,

d. be prioritized by CONTRACTOR in the event that multiple Requests for Information are outstanding.
Requests for Information that are not in conformance with the requirements above shall be returned to CONTRACTOR without response.

5. CONTRACTOR shall not be relieved of its responsibility to coordinate the Work to prevent adverse impacts to CONTRACTOR’s Project Schedule while submitting Requests for Information.

6. If CONTRACTOR believes the Scope of Work included in the Request for Information has a cost and/or time impact, CONTRACTOR should submit a claim in accordance with Article 12 of these General Conditions.

7. If CONTRACTOR proceeds with work when CONTRACTOR had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to ENGINEER shall be at CONTRACTOR’s expense, (except in an emergency as authorized by Paragraph 7.15.A).

SC-3.04 Requirements of the Contract Documents

Delete Paragraph 3.04.C in its entirety.

SC-4.01 Commencement of Contract Times; Notice to Proceed

In the last sentence of Paragraph 4.01.A, change “sixtieth day” to “eighty-fifth day.”

SC-4.03 Reference Points

Add the following new paragraph immediately after Paragraph 4.03.A:

   B. CONTRACTOR is referred to the General Requirements for additional requirements for laying out the work.

SC-5.03 Subsurface and Physical Conditions

Add the following new paragraph(s) immediately after Paragraph 5.03.B:

   C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to OWNER:


The technical data in the report(s) identified in Paragraph SC-5.03, upon which CONTRACTOR may rely, consists of boring methods, level of subsurface water, boring logs, laboratory test methods and results, and boring locations all as of the date made.

ENGINEER accepts no responsibility for accuracy of the soil data or water level information. Soil information, included with these Contract Documents, was not obtained for the purposes of designing excavations and trenches. Soil information was used by ENGINEER for design purposes only. CONTRACTOR shall assure itself by personal examination as to subsurface conditions and shall provide its own investigations and make its own assumptions to comply with OSHA and any other applicable laws and regulations regarding excavation and trenching requirements.
D. No drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to OWNER. CONTRACTOR shall conduct its own personal investigation to determine conditions at the site which may affect the Work, including compliance with OSHA excavation and trenching requirements.

**SC-5.05 Underground Facilities**

Add the following paragraph immediately after Paragraph 5.05.E:

F. CONTRACTOR is referred to the General Requirements for requirements for keeping records of Underground Facilities and allowing facility owners to inspect.

**SC-5.06 Hazardous Environmental Conditions at the Site**

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to OWNER.

B. Not Used.

**SC-6.01 Performance and Payment Bonds**

Add the following new paragraphs immediately after Paragraph 6.01.F:

G. The forms of the performance and payment Bonds attached hereto shall be used for the Contract. Note instructions thereon as to the form applicable. Each form contemplates one corporate surety only. In case co-sureties or individual sureties will be furnished, proper forms therefore shall be obtained. Besides the stipulations of Paragraphs 6.01 through 6.03, the surety on the Bonds shall provide a certificate indicating surety is licensed to underwrite contracts in the jurisdiction of the project location which shall be attached to the Bonds.

H. OWNER reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Payment Bond issued by a surety authorized to do business in Illinois and having a current A.M. Best financial strength rating of not less than “A-“. The bonds shall be filed within ten (10) calendar days of acceptance of the bidder’s proposal by OWNER. The bonds, unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price. The form of all bonds shall be subject to the approval of the Corporation Counsel of OWNER.

**SC-6.03 CONTRACTOR’s Insurance**

Add the following to the end of Paragraph 6.03.C.7:

All additional insureds shall be endorsed on the policy as required in Paragraph 6.03.C.7.

Delete Paragraph 6.03.C.8 in its entirety and add the following new paragraphs immediately after Paragraph 6.03.C.7:

8. Insurance certificates for commercial general, automobile, and umbrella shall specifically indicate by name the additional insureds which are to include OWNER and ENGINEER as well as other persons or entities so identified. Certificates shall be Acord 25-S or equivalent.

9. Endorsements or General Liability policy shall not exclude supervisory or inspection services.
Add the following new language to the end of Paragraph 6.03.D:

CONTRACTOR shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.

Add the following new language to the end of Paragraph 6.03.G:

CONTRACTOR shall provide an executed endorsement form CG 20 01 04 13, or equal, supporting this requirement.

Change in Paragraph 6.03.I.3 the phrase “materially changed” to read “materially changed with respect to coverage on the project.”

Add the following new paragraph immediately after Paragraph 6.03.I.5:

6. Waiver of Subrogation: CONTRACTOR’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall provide a waiver of subrogation covering OWNER and ENGINEER, and any individuals or entities identified in the Supplementary Conditions. CONTRACTOR shall obtain all necessary endorsements to support these requirements. Endorsement shall be CG 24 04 05 09, or equal.

Delete Paragraph 6.03.J in its entirety and insert the following new paragraph in its place:

J. The stated limits of Paragraphs 6.03.K.1, 6.03.K.2, and 6.03.K.3 can be obtained through individual policies or in conjunction with an umbrella policy (pay on behalf form) to arrive at the total limits requested.

Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

   State: ________________ Statutory______________
   Federal, if applicable (e.g., Longshoreman’s): ________________ Statutory______________

   Employer’s Liability:
   - Bodily injury, each accident $1,000,000
   - Bodily injury by disease, each employee $1,000,000
   - Bodily injury/disease aggregate $1,000,000

   Foreign voluntary worker compensation ________________ Statutory______________

2. CONTRACTOR’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

   General Aggregate $2,000,000
Products - Completed Operations Aggregate $1,000,000

Personal and Advertising Injury $1,000,000

Each Occurrence (Bodily Injury and Property Damage) $1,000,000

General Aggregate Limits specified above shall apply separately to this project by attachment of:

“Amendment of Limits of Insurance—Designated Location(s) General Aggregate Limit Endorsement (ISO Form No. CG 25040509) or “Designated Construction Project(s) General Aggregate Limit” Endorsement (ISO Form CG 25030509) or equivalent endorsement coverage.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
   
   Bodily Injury:
   
   Each person $1,000,000
   Each accident $1,000,000

   Property Damage:
   
   Each accident $1,000,000

4. Excess or Umbrella Liability:

   Per Occurrence $3,000,000
   General Aggregate $3,000,000

5. CONTRACTOR’s Pollution Liability:

   Each Occurrence $N/A
   General Aggregate $N/A

   ☑ If box is checked, CONTRACTOR is not required to provide CONTRACTOR’s Pollution Liability insurance under this Contract

   CONTRACTOR’s Pollution Liability coverage shall include coverage for fungus, mold, and bacteria.

6. General Liability, Automobile Liability, and Umbrella Liability shall include coverage for mental anguish, punitive damages, and electronic data liability.

7. Additional Insureds: In addition to OWNER and ENGINEER, include as additional insureds the following: Strand Associates, Inc.®
SC-6.05 Property Insurance

Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Builder’s Risk: OWNER shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

Delete from the first sentence of Paragraph 6.05.A.2, the phrase “All-risk” policy form and insert the following in its place:

“Cause of Loss-Special Form”

Delete from the first sentence of Paragraph 6.05.A.2, the phrase “(other than caused by flood)” and insert the following in its place:

“(including that caused by flood and hydrostatic pressure)”

Delete the requirements of Paragraph 6.05.A.5 and insert the following paragraph as Paragraph 6.05.A.5:

5. CONTRACTOR shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or “all risk” policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the CONTRACTOR’s installation floater will include:

a. any loss to property while in transit,

b. any loss at the Site, and

c. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. CONTRACTOR will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to OWNER, CONTRACTOR, ENGINEER, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

Delete Paragraph 6.05.A.10 and insert the following in its place:

10. Not used.

Delete Paragraph 6.05.A.12 and insert the following in its place:

12. Not used.

SC-6.05.C Deductible Provisions

OWNER’s property insurance includes a $5,000 deductible for which CONTRACTOR shall be responsible.
SC-6.05.G Special Insurance

Add the following new paragraph immediately after Paragraph 6.05.F:

G. Special Insurance:

1. Prior to commencing work, CONTRACTOR shall obtain and review OWNER’s insurance policies and advise OWNER of the adequacy of the policy to meet CONTRACTOR’s requirements.

2. If CONTRACTOR does not advise OWNER in writing of special insurance needs, CONTRACTOR relinquishes any claim against OWNER for any loss CONTRACTOR may incur during the course of completing the Work.

SC-7.02.B Labor; Working Hours

Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7 A.M. until 3 P.M.


Amend the first and second sentences of Paragraph 7.02.B to state “...all Work at the Site shall be performed during regular working hours, Monday through Friday. CONTRACTOR will not perform Work on a Saturday, Sunday, or any legal holiday.”

SC-7.03.B Materials and Equipment Warranty

Add the following to the end of Paragraph 7.03.B:

Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of OWNER and ENGINEER. The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of Supplier’s design.

SC-7.08 Permits

Delete last sentence of Paragraph 7.08.A and add the following in its place:

See General Requirements and technical specification sections for utility charge provisions.

Add Paragraph 7.08.B as follows:

B. See General Requirements for additional permit information.

SC-7.09 Taxes

Add the following language at the end of Paragraph 7.09.A:

No charge will be allowed for taxes from which OWNER is exempt. OWNER is not liable for the Illinois Retailer’s Occupation Tax, the Service Occupation Tax or the Service use Tax. OWNER is exempt from
Federal Excise and Transportation Tax. Refer to Illinois Administrative Code 64-216, Section 130.2075 for details.

Add the following new paragraph immediately after Paragraph 7.09.A:

B. OWNER is exempt from payment of sales and compensating use taxes of the State of Illinois, the City of Joliet, and the County of Will on all materials to be incorporated into the Work.

1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.

2. OWNER’s exemption does not apply to highway, street, or road construction included in the Work.

3. OWNER’s exemption also does not apply to construction, tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work.

SC-7.10 Laws and Regulations

Add the following new paragraph immediately after Paragraph 7.10.C:

D. CONTRACTOR shall comply with Employment of Illinois Workers on Public Works Act 30 ILCS 570, which requires contractors to use Illinois laborers on all public works construction and improvement projects during a period of excessive unemployment. Excessive unemployment is defined as any month immediately following two consecutive calendar months that the Illinois unemployment rate exceeds 5%, CONTRACTOR agrees to employ a work force that is comprised of at least 90% Illinois laborers. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Add the following new paragraph immediately after Paragraph 7.10.D:

E. CONTRACTOR shall comply with the following, including all reporting or notification requirements:

1. Equal Employment Opportunity Requirements, Executive Order 11246, which requires that a contractor under a federal or federally assisted constructed project not discriminate in employment on the basis of race, color, religion, sex, or national origin. The Order requires contractors to 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. Further, it requires CONTRACTOR to post all mandatory equal opportunity notices and complete all required Department of Labor and Equal Opportunity Commission reporting forms.

2. Davis-Bacon Act (40 U.S.C., 276 et. seq.), which requires that wages for all laborers and mechanics employed by contractors or subcontractors for federally-funded treatment works conform to prevailing wage rates established for the locality as determined by the Secretary of Labor under the Davis-Bacon labor wage provisions.

3. Debarment and Suspension Requirements, Executive Order, 40 CFR, Part 32, which requires recipients, contractors, and subcontractors to provide certifications that they will not knowingly enter into contracts with individuals or businesses which have been debarred or suspended from federal assistance programs.
SC-7.11 Record Documents

In Paragraph 7.11.A delete last sentence and insert the following:

Upon completion of the Work, these record documents, samples, and shop drawings shall be delivered by CONTRACTOR to OWNER.

SC-7.13 Competent Person

Add the following new paragraph immediately after Paragraph 7.13.A:

B. If the Work includes excavation or trenches, CONTRACTOR shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SC-7.16 Shop Drawings

Add the following new paragraphs immediately after Paragraph 7.16.E:

F. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record ENGINEER’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse OWNER for ENGINEER’s charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse OWNER for ENGINEER’s charges for its review time unless the need for such change is beyond the control of CONTRACTOR.

SC-7.17 Contractor’s General Warranty and Guarantee

Add the following new paragraph immediately after Paragraph 7.17.D:

E. At a minimum, CONTRACTOR’s general warranty shall extend throughout the correction period as defined in Paragraph 15.08.

SC-7.18 Indemnification

Add the following to the end of Paragraph 7.18.A:

In addition, CONTRACTOR shall indemnify, hold harmless, and pay for the defense of OWNER and ENGINEER from and against claims, losses, or damages in regard to any act or failure to act by OWNER or ENGINEER in connection with general supervision, inspection and/or coordination of CONTRACTOR’s operations.

CONTRACTOR shall, at its own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against any individual or entity indemnified hereunder in any such action, CONTRACTOR shall, at its own expense, satisfy and discharge same. CONTRACTOR expressly understands and agrees that any Letter of Credit or insurance protection required by the Contract, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and, save harmless, and defend any individual or entity indemnified hereunder as herein provided.
Delete Paragraph 7.18.C.1 and 7.18.C.2. Insert new Paragraphs 7.18.C.1 and D:

1. the preparation of Drawings, Specifications, or Property Surveys.

D. For any matter for which OWNER and ENGINEER are indemnified under Paragraph 7.18.A, CONTRACTOR shall pay for OWNER's and ENGINEER's reasonable defense, 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 or awards until Owner or Engineer are found negligent. If OWNER or ENGINEER are found negligent, OWNER or ENGINEER shall reimburse CONTRACTOR for the prorata extent of OWNER's or ENGINEER's negligence for the cost of OWNER's or ENGINEER's reasonable defense.

E. In Paragraphs 7.18.A through D as may be amended by the Supplementary Conditions, ENGINEER shall also include Strand Associates, Inc.

SC-7.19 Delegation of Professional Design Services

Add the following new paragraphs immediately after Paragraph 7.19.E:

F. The design professional providing the design calculations and design drawings shall be licensed in the State of the Project.

G. The design calculation and design drawings are not shop drawings, but shall be submitted to ENGINEER separately along with the required shop drawings for the system, material, or equipment specified. These calculations will be forwarded to OWNER for their records.

SC-10 ENGINEER's Status During Construction

Add the following new paragraph immediately after Paragraph 10.03.A:

B. Strand Associates, Inc. provided design services for the Project. Strand Associates, Inc. shall be provided with the same indemnifications as ENGINEER as provided for in Paragraph 7.18 as may be amended by the Supplementary Conditions and shall be listed as an additional insured as provided for ENGINEER under Article 6 as may be amended by the Supplementary Conditions.

C. The Resident Project Representative (RPR) will be ENGINEER's representative at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with ENGINEER and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of ENGINEER.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

3. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, and progress meetings.

4. Liaison:

a. Serve as ENGINEER's liaison with CONTRACTOR. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
b. Assist ENGINEER in serving as OWNER’s liaison with CONTRACTOR when CONTRACTOR’s operations affect OWNER’s on-Site operations.

c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

6. Modifications: Consider and evaluate CONTRACTOR’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, if any, to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.

7. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of CONTRACTOR’s work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR’s work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. Tests and System Start-ups:

a. Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER’s personnel, and that CONTRACTOR maintains adequate records thereof.

b. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.

9. Records:

a. Prepare a daily report or keep a diary or log book, and send periodic reports to ENGINEER.

10. Reports:

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR’s compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CONTRACTOR.

c. Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
11. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, review materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

   a. Participate in ENGINEER’s visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

   b. Participate in ENGINEER’s final visit to the Site to determine completion of the Work, in the company of OWNER and CONTRACTOR, and prepare a final punch list of items to be completed and deficiencies to be remedied.

   c. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the notice of acceptability of the work.

D. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of ENGINEER’s authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR’s work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.

8. Authorize OWNER to occupy the Project in whole or in part.

SC-11.01 Amending the Contract Documents; Changes in the Work

Delete Paragraph 11.01.A.1.b in its entirety.
SC-11.02 Owner-Authorized Changes in the Work

Amend the second sentence in Paragraph 11.02.A to read as follows:

Such changes shall be supported by ENGINEER’s recommendation.

SC-11.04 Change of Contract Price

Amend the phrase at the end of paragraph 11.04.B.2 to read:

(which may include an allowance for overhead and profit in accordance with paragraph 11.04.C.2. unless OWNER and CONTRACTOR agree that these allowances are not appropriate for the Work involved.)

SC-11.06.B Change Proposals

Delete Paragraph 11.06.B in its entirety.

SC-11.07 Execution of Change Orders

Amend the first sentence within Paragraph 11.07.A to read as follows:

A. OWNER and CONTRACTOR shall execute appropriate Change Orders, recommended by ENGINEER.

SC-11.08 Notification to Surety

Add the following new paragraphs immediately after Paragraph 11.08.A:

B. CONTRACTOR shall be responsible for notifying the surety of any assignment, modification, or change of the Contract, change in the Work covered thereby, or extension of time for the completion of the project.

C. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

SC-12.01.A Claims Process

Delete Paragraph 12.01.A.3 in its entirety.

SC-14.02.A Tests and Inspections

Add the following to the beginning of Paragraph 14.02.A:

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to ENGINEER. Tests and inspection of work may be conducted by OWNER or an independent laboratory employed by OWNER. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following to the end of Paragraph 14.02.A:

Samples required for testing shall be furnished by CONTRACTOR at no cost to OWNER. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne
by CONTRACTOR. This shall include the extra cost for inspection to OWNER which will be deducted from the final amount due CONTRACTOR.

**SC-15.01 Progress Payments**

Add the following language at the end of Paragraph 15.01.B.1:

An updated Progress Schedule shall be submitted with each Application for Payment. Applications for Payment submitted without an acceptable updated Progress Schedule will be returned to CONTRACTOR without review. Progress Schedules that are submitted which do not reflect current project conditions, will not be considered acceptable.

**SC-15.01.B Applications for Progress Payment**

Add the following language at the end of Paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of CONTRACTOR.

Add the following paragraph after Paragraph 15.01.B.3:

4. CONTRACTOR shall submit with each pay request CONTRACTOR’s partial waiver of lien for the full amount of the requested payment. Beginning with the second pay request, and with each succeeding pay request, CONTRACTOR shall submit partial waivers of lien for each Subcontractor and Supplier showing that the amount paid to date to each is at least equivalent to the total value of Subcontractor’s or Supplier’s work, less retainage, included on the previous pay request. Contractor shall submit with each pay request a signed Waiver of Lien Log clearly documenting the following:

   a. The names of all Subcontractors/Suppliers on the project.
   b. Contract amounts for each Subcontractor/Supplier.
   c. Amount paid to date to each Subcontractor/Supplier.
   d. Lien waivers provided with current pay application for previous month’s payments.
   e. Amount to be paid to each Subcontractor/Supplier included in the pending pay request.
   f. Remaining balance for each Subcontractor/Supplier.

5. CONTRACTOR shall submit one original and one copy on 8-1/2 by 11 paper of each lien waiver submitted.

6. CONTRACTOR shall submit on hard copy of each pay request for approval.

7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

8. All stored equipment and materials for which payment is requested shall have two copies of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

10. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in ENGINEER's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. CONTRACTOR shall reimburse OWNER the cost of inspecting off-site stored items. When off-site storage is approved, CONTRACTOR shall provide Insurance Certificates and Document of Ownership to OWNER.

SC-15.02 CONTRACTOR's Warranty of Title

Amend Paragraph 15.02.A by striking out the following text: “no later than seven days after the time of payment by OWNER” and insert “no later than the time of payment by OWNER.”

SC-16.02 OWNER May Terminate for Cause

Add the following new paragraphs immediately after Paragraph 16.02.B.2:

3. complete the Work as OWNER may deem expedient at the expense of CONTRACTOR and surety;

4. apply the amounts retained from partial payments to the completion of the Work;

and

5. authorize the surety to complete the steps in Paragraphs 16.02.B.1 through 4.

SC-16.03 OWNER May Terminate for Convenience

Add the following paragraph after Paragraph 16.03.B:

C. CONTRACTOR shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect CONTRACTOR from claims by Subcontractors arising from the OWNER's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to CONTRACTOR under this Paragraph 16.03 shall be CONTRACTOR's sole remedy in the event of termination for convenience by OWNER.

END OF SECTION
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Insurance Agency

**INSURED**
Contractor

**INSURER(S) AFFORDING COVERAGE**

**CovEraGES**

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**SPECIMEN**

The City of Joliet and Strand Associates, Inc. are additional insured with respect to General Liability, Automobile Liability, and Excess/Umbrella Liability. In addition, see attached Additional Insured Endorsements for the General Liability and Automobile policies.

**CERTIFICATE HOLDER**

- City Hall
  - City of Joliet
  - 150 West Jefferson Street
  - Joliet, IL 60432

- Strand Associates, Inc.
  - 1170 South Houbolt Road
  - Joliet, IL 60431

(Provide separate certificate to each party.)

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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SPECIFICATIONS
PART 1—GENERAL

1.01 DIVISION ONE

A. The requirements of Division 01 apply to all sections of the Contract(s).

1.02 PROJECT SCOPE

A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS—INTENT AND USE

A. Intent of Documents:
   1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
   2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
   3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
   4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
   5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.

B. Use of Documents:
   1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
   2. CONTRACTOR shall use all of the Project Drawings and Specifications:
      a. For a complete understanding of the Project.
      b. To determine the type of construction and systems required.
      c. For coordination with other contractors.
      d. To determine what other work may be involved in various parts or phases.
      e. To anticipate and notify others when work by others will be required.
      f. And all other relevant matters related to the project.
   3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.
1.04 CONTRACTOR USE OF SITE

A. General:
1. The “area of the site” referred to in these Specifications shall be as shown on the Drawings. If the “area of the site” is not shown, OWNER’s property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the “area of the site.”
2. Construction activities shall be confined within the “area of the site” limits.
3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:
1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.05 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security will not be permitted unless specifically indicated otherwise. Provide temporary facilities to maintain services.
B. If deemed necessary by OWNER, such work shall be accomplished after OWNER’s normal office hours.
C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.
E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.
F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.
G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
H. Prior to any excavation, demolition, or drilling on site, CONTRACTOR shall contact owners of the Underground Facilities in and near the construction area of the intent to excavate, demolish, or drill. As part of this notification requirement, CONTRACTOR shall contact “JULIE” (811 or 1-800-892-0123). CONTRACTOR shall be aware that not all owners participate in “JULIE.” A call to this agency shall not absolve CONTRACTOR of the requirements for contacting owners of all Underground Facilities in and near the construction area. CONTRACTOR shall give reasonable advance notice to “JULIE” and other owners for the notification which shall not be less than the minimum advance notification required.

I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR’s responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.

L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.

N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.

O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.
1.06 PROTECTION OF WORK AND IMPROVEMENTS

A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.

D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.

E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.

1.07 OWNER-FURNISHED PRODUCTS

A. OWNER is responsible for the following items when supplying material or equipment to CONTRACTOR for installation.

1. Arrange for delivery of shop drawings, product data, samples, manufacturer’s instructions, and certificates to CONTRACTOR.
2. Deliver supplier’s bill of material to CONTRACTOR.
3. Arrange and pay for delivery to site.
4. Inspect deliveries jointly with CONTRACTOR.
5. Submit claims for transportation damage and arrange for replacement of damaged, defective, or missing items.

B. CONTRACTOR’s responsibilities for OWNER-furnished products are:

1. Receive and unload products at the site.
2. Inspect deliveries jointly with OWNER and record shortage and damaged or defective items. Any materials and equipment furnished by OWNER and found to be defective shall be clearly marked and set aside to be removed by OWNER. Any materials and equipment furnished by OWNER and installed by CONTRACTOR without discovery of such defects will be replaced with sound materials and equipment by OWNER. CONTRACTOR, however, shall at its own expense furnish all equipment, labor, and facilities necessary to remove the defective materials and equipment and install the sound materials and equipment.
3. Handle products at the site, including uncrating and storage.
4. Protect products from damage and from exposure to the elements.
5. Assemble, install, correct, adjust, and finish products in accordance with the appropriate technical section of these specifications.
6. Repair or replace items damaged by CONTRACTOR at no additional cost to OWNER.
7. CONTRACTOR’s responsibility for materials and equipment furnished by OWNER shall begin at the point of delivery to CONTRACTOR. Materials and equipment already on the site shall become CONTRACTOR’s responsibility on date of Notice to Proceed with Contract.

C. OWNER-Purchased Equipment and Materials: OWNER has purchased materials and equipment and has an agreement with some manufacturers and suppliers. It is the intent of
the Contract Documents for the CONTRACTOR to use the provided materials as part of the construction, install the provided equipment, and accept reassignment of the agreement that OWNER has with the manufacturers and suppliers when indicated in the Contract Documents. The materials, equipment, and agreement provided by OWNER are referred to throughout the Contract Documents. CONTRACTOR shall also furnish and install any additional equipment required to provide a complete working system as shown on the Drawings and as specified in this Contract Document. To identify the scope of the OWNER-provided material, equipment supplier, and agreements, the language in the Specification has been typed in an italic font and framed as shown in the example below:

| OWNER-supplied equipment and material to be installed by CONTRACTOR and agreement to be assumed by CONTRACTOR as part of this Contract have been typed in this text font and framed in this format and inserted in the appropriate Specification sections. |

1.08 AVAILABILITY OF LANDS

A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

PART 2–PRODUCTS

2.01 OWNER-FURNISHED PRODUCTS

A. Pressure Reducing Valve will be OWNER-furnished equipment. Refer to Section 33 00 00, Paragraph 2.04.B. of the Contract Documents for detailed information.

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Cash allowances.

1.02 CASH ALLOWANCES

A. See Paragraph 13.02 of the General Conditions for costs to be included in allowances.

B. Refer to sections of the specifications identified in the Bid Form for specific information on use of cash allowances.

C. The Bid shall include the amount equal to the specified quantity times the unit price.

1.03 MEASUREMENT AND PAYMENT–LUMP SUM

A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.

B. An acceptable schedule of values will include the following features:
   1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
   2. Identify each line item with the number and title of the respective Specification Section.
   3. For each major line item list sub-values of major products or operations under the item.
   4. For the various portions of the work:
      a. Each item shall include a directly proportional amount of CONTRACTOR’s overhead and profit.
      b. For items on which progress payments will be requested for stored materials, break down the value into:
         (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
         (2) The total installed value.
   5. The sum of all values listed in the schedule shall equal the total Contract Sum.
   6. Schedule shall include a separate listing of general items such as bonds, insurance, mobilization, demobilization, field supervision, and record documents.

C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.

D. No separate measurement for payment will be performed for Lump Sum Work.
E. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR’s estimate of quantity of Work completed.

F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.

G. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Coordination.
   2. Field engineering.
   3. Progress meetings.

1.02 COORDINATION

A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.

E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER’s occupancy.

F. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER’s activities.

1.03 FIELD ENGINEERING

A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.
B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.

C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.

D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.

E. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.

F. If existing property stakes not within the limits of the trench are removed or damaged by CONTRACTOR, CONTRACTOR shall bear the cost of replacement. Replacement shall be made by a legal survey performed by a licensed Land Surveyor hired by OWNER. Cost for survey shall be deducted from the Contract Price.

G. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be monthly.

B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR’s representatives shall have authority to bind CONTRACTOR to decisions at the meetings.

C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting.

D. CONTRACTOR shall also provide the following information in written form at each meeting.
   1. Construction progress, including:
      a. Activities completed this reporting period.
      b. Activities in progress this reporting period.
      c. Activities scheduled to commence this reporting period.
   2. Description of problem areas.
   3. Current and anticipated delays.
      a. Cause of the delay.
      b. Corrective action and schedule adjustments to correct the delay.
      c. Impact of the delay on other activities, on milestones, and on completion dates.
   4. Changes in construction sequence.

E. ENGINEER will prepare and distribute minutes to all attending parties.
PART 2–PRODUCTS
   NOT APPLICABLE

PART 3–EXECUTION
   NOT APPLICABLE

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Whenever possible throughout the Contract Documents, the minimum acceptable
      quality of workmanship and materials has been defined either by manufacturer’s name
      and catalog number or by reference to recognized industry standards.
   2. To facilitate CONTRACTOR’s understanding of the design intent, procedures have been
      established for advance submittal of design data and for its review or rejection by
      ENGINEER.
   3. The type of submittal requirements specified in this section include construction
      progress schedule, submittal schedule, shop drawings, product data, samples,
      maintenance manuals, and other miscellaneous work-related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described
   in other sections of these specifications for some materials and equipment. They are to be
   considered additional requirements to supplement the requirements specified in this section.
   Submittals shall conform to Article 7 of the General Conditions.

C. Definitions: “Electronic Submittal” is defined as any submittal transmitted electronically to
   ENGINEER for review.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least
   the following information:
   1. Name and address of submitter, plus name and telephone number of the individual who
      may be contacted for further information.
   2. Name and location of project and identification number.
   3. Drawing number and specifications section number to which the submittal applies.
   4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all
   submittals in groups containing all associated items so that information is available for
   checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract
   Documents.

1.04 TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of
   installation to provide required time for reviews, for securing necessary approval, for possible
   revision and resubmittal, and for placing orders and securing delivery.
B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

A. Submit preliminary schedules within 10 days of the effective date of the Agreement.

B. Revise schedules incorporating any comments provided at the schedule review conference required in GC.2.05 and resubmit.

C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.

E. Include line items for milestones (if any), Substantial, and Final Completion.

F. Submit updated schedules with each Application for Payment, identifying changes since previous version.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.

D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.
E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure
described below. If electronic submittal is impossible, CONTRACTOR may request
ENGINEER to review hard copy submittals on a limited basis. ENGINEER may request to
review hard copy submittals on a limited basis for submittals that are over 100 pages in
length. If ENGINEER agrees to or requests hard copy submittal review, CONTRACTOR shall
submit four color copies of shop drawings and descriptive data to ENGINEER for approval.
Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are
not approved or if they are stamped “Approved as Noted-Resubmit,” two corrected copies
will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more
than three approved copies, submitted quantity shall be increased accordingly.

F. Shop drawings shall be submitted in 3-tab report covers, binder clips, or large envelopes.

G. Shop drawings submitted to ENGINEER will be reviewed and stamped “Approved,”
“Approved as Noted,” “Approved as Noted-Resubmit,” or “Not Approved.” CONTRACTOR
shall resubmit the above number of corrected shop drawings for all shop drawings stamped
“Approved as Noted-Resubmit” and “Not Approved” and will continue this process until shop
drawings are stamped “Approved” or “Approved as Noted.” If drawings are stamped
“Approved as Noted-Resubmit,” fabrication may proceed in accordance with the marked-up
shop drawings. Installation shall not proceed until shop drawings have been resubmitted and
stamped “Approved” or “Approved as Noted.”

H. If shop drawings are stamped “Approved as Noted” or “Approved as Noted-Resubmit” and
CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication
shall not proceed and shop drawings shall be resubmitted with explanation of
CONTRACTOR’s position.

I. All shop drawings used for construction site activities shall bear the “Approved” or “Approved
as Noted” stamp of ENGINEER.

J. Arrangements may be made between CONTRACTOR and ENGINEER to provide additional
copies of “Approved” shop drawings for field activity purposes.

K. PDF Submittal Procedures:
1. **Summary:**
   a. Shop drawing and product data submittals shall be transmitted to ENGINEER in
electronic (PDF) format.
   b. The intent of PDF submittals is to expedite the construction process by reducing
paperwork, improving information flow, and decreasing turnaround time.
   c. The PDF submittal process is not intended for color samples, color charts, or
physical material samples.
2. **Procedures:**
   a. CONTRACTOR shall review and apply a stamp certifying that the submittal complies
with the requirements of the Contract Documents including verification of
manufacturer/product, dimensions and coordination of information with other parts
of the work.
   b. CONTRACTOR shall transmit each cover letter and submittal to ENGINEER as an
e-mail attachment.
   c. ENGINEER will return the reviewed shop drawing via e-mail with a transmittal letter,
after review, indicating the status of the shop drawing review.
d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
e. Electronically submitted shop drawings shall follow the following format:
   (1) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
   (2) Files shall be delivered without security features activated.
   (3) Shop Drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
   (4) The file shall open to a cover page containing, at a minimum, the following information:
       (a) CONTRACTOR’s stamp.
       (b) Name, e-mail, and telephone number of the individual who may be contacted for further information.
       (c) Project number.
       (d) Submittal number.
       (e) Submission date, if resubmittal, all previous submission dates.
       (f) Index detailing contents and the total number of pages in the submittal.
   f. Once a shop drawing has been “Approved” or “Approved as Noted,” CONTRACTOR shall provide three hard color copies of the “Approved” or “Approved as Noted,” shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER’s “Approved” or “Approved as Noted,” shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

L. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER’s review and selection.

B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 PRODUCT DATA

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.

C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
D. CONTRACTOR shall include manufacturer’s standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. CONTRACTOR shall supplement manufacturer’s standard data to provide information unique to the work.

1.09 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by ENGINEER.

B. Shop Drawings and Product Data:
   1. Revise initial drawings or data and resubmit as specified for initial submittal.
   2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

C. See SC-7.16 for additional information regarding resubmittals.

1.10 MANUFACTURER’S DIRECTIONS

A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer’s printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

1.11 MAINTENANCE MANUAL

A. Prior to 75% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER four complete copies of a maintenance manual for all equipment furnished. Applications for payment beyond 75% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.

B. The manuals shall include manufacturer’s instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.
C. All sheets shall have reduced dimensions as described for shop drawings. Only one copy shall be submitted in a 3-ring binder or 3-tab report cover, and the remaining copies shall be furnished in 3-tab report covers, binder clips, or large envelopes.

D. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The Electronic Equipment O&M Manual shall be delivered in bookmarked Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. The CONTRACTOR shall provide all Equipment O&M Manuals in the electronic format as defined below.

E. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the “eight dot three” convention (XX\text{XX}_XX\_YY.PDF) where XX XX XX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.

F. The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark “Return to Table of Contents” which shall take the User to the first file on the Equipment O&M Manual.

G. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by ENGINEER. Scanned images shall be processed with the “original image with hidden text” option (Adobe Acrobat 6 or higher). This results in a clear image and provides for optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe’s recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall demonstrate proof of OCR.

H. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.

I. Bookmarks shall be created in the navigation frame for each entry in the Table of Contents. Three levels deep is usually enough (i.e., “Chapter”, “Section”, “Subsection”); however, complex submittals like instrumentation and electrical may be required at the discretion of ENGINEER. When setting bookmarks for Chapter level heading, the page shall be displayed at Full Page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate (to other bookmarks in their hierarchy set so that only the Chapter level headings are displayed.

J. Thumbnails shall be generated and embedded in each PDF file.

K. Files shall be delivered without Security features activated. Password protected files will be unacceptable.

L. The opening view for PDF files shall be set as follows:
   1. Initial View: Bookmarks and Page
   2. Magnification: Fit In Window

M. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be the name of Equipment O&M Manual.

N. The submittal shall be delivered on a USB flash drive after all Equipment O&M Manuals have been received and reviewed. Each flash drive shall be attached to a keychain with a laminated label that includes, at a minimum, the following:
   1. Manufacturer name, point of contact, telephone number, facsimile number, and e-mail address as appropriate.
   2. Equipment name and/or O&M title spelled out in complete words.
      Example “Operations and Maintenance Manual”
      “Horizontal Centrifugal Nonclog Pump”
   3. Specifications section number.
   4. Project name.
   5. Date and File Name: Example “12-20-07,” “19876_01.pdf.”

O. CONTRACTOR shall reprocess any portion of the document that does not view or print to OWNER’s satisfaction.

P. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. OSHA requirements.
   4. Permits.
   5. Wage rates.

1.02 OSHA REQUIREMENTS

A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the “Occupational Safety and Health Act.”

1.03 35 ILL. ADM. CODE 1100

A. CONTRACTOR shall comply with 35 Ill. Adm. Code 1100 when disposing of clean construction or demolition debris (CCDD) or uncontaminated soil at a CCDD or uncontaminated soil fill operation.

1.04 ROADWAY LIMITS

A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.05 PERMITS

A. The following permit will be obtained by OWNER: Illinois Environmental Protection Agency Permit to Construct.

B. The permit will be provided to the awarded Contractor when received. CONTRACTOR shall comply with all provisions of this permit and shall be responsible for notifications as required by this permit. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

C. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.

1.06 WAGE RATES

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

B. Illinois Prevailing Wage Act and Davis-Bacon Wage Rates are applicable. CONTRACTOR and subcontractors are to pay whichever rate is higher.

C. CONTRACTOR and any subcontractor shall pay all laborers, workers, and mechanics performing work under the Contract not less than the prevailing wage rates adopted by OWNER or determined by the court on review and filed with the Secretary of State in Springfield.

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

E. If at the time this Contract is executed, or if during the term of this Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, as two consecutive months of unemployment exceeding 5%, CONTRACTOR agrees to employ a work force that is comprised of at least 90% Illinois laborers. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

F. For Prevailing Wage information please refer to the City of Joliet Website https://www.joliet.gov/departments/finance/purchasing/prevailing-wage-information. If there is difficulty retrieving the prevailing wage information from the website, contact Margaret McEvilly at mmcevilly@joliet.gov or call 815-724-3926.

PART 2—PRODUCTS

NOT APPLICABLE

PART 3—EXECUTION

NOT APPLICABLE

END OF SECTION
SECTION 01 42 00
REFERENCE STANDARDS AND DEFINITIONS

PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Reference Standards:
      a. Throughout the Contract Documents, reference is made to codes and standards
         which establish qualities and types of workmanship and materials, and which
         establish methods for workmanship and materials, and which establish methods for
         testing and reporting on the pertinent characteristics.
      b. Where materials or workmanship are required by these Contract Documents to meet
         or exceed the specifically named code or standard, it is CONTRACTOR's
         responsibility to provide materials and workmanship which meet or exceed that
         specifically named code or standard.
      c. It is also CONTRACTOR's responsibility, when so required by the Contract
         Documents, to deliver to ENGINEER all required proof that the material or
         workmanship, or both, meet or exceed the requirements of the specifically named
         code or standard.
   2. Definitions:
      a. A substantial amount of specification language constitutes definitions for terms
         found in other Contract Documents, including the Drawings which must be
         recognized as diagrammatic in nature and not completely descriptive of
         requirements indicated thereon.
      b. Certain terms used in the Contract Documents are defined generally in this section
         to supplement definitions of the Agreement, General Conditions, Supplementary
         Conditions, and other general contract documents.
      c. Definitions and explanations of this section are not necessarily either complete or
         exclusive, but are general for the Work.

B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on
the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:
   1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named
      codes and standards and to verify that the items procured for use in this Work meet or
      exceed the specified requirements.
   2. When required by individual sections of these specifications, CONTRACTOR shall
      obtain a copy of each pertinent code or standard and maintain the copies at the job site
      during submittals, planning, and progress of the Work until Substantial Completion of
      the Work is attained.

B. Overlapping or Conflicting Requirements:
   1. Where compliance with two or more industry standards or sets of requirements are
      specified, and the overlapping of those standards or requirements establishes different
or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.

B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.

C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association  
   1525 Wilson Boulevard, Arlington, VA 22209

2. AAMA American Architectural Manufacturer's Association  
   1827 Walden Office Square Suite 550, Schaumberg, IL 60173-4268

3. AASHTO American Association of State Highway & Transportation Officials  
   444 North Capitol Street NW Suite 249, Washington, DC 20001

4. ACI American Concrete Institute  
   38800 Country Club Drive, Farmington Hills, MI 48331-3439

5. AI Asphalt Institute  
   2696 Research Park Drive, Lexington, KY 40511-8480

6. AISC American Institute of Steel Construction  
   One East Wacker Drive Suite 700, Chicago, IL 60601-1802

7. AISI American Iron and Steel Institute  
   25 Massachusetts Avenue NW Suite 800, Washington, DC 20001

8. ANSI American National Standards Institute  
   25 West 43rd Street, New York, NY 10036
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<th>Organization</th>
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<td>9</td>
<td>APA</td>
<td>American Plywood Association</td>
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<td>10</td>
<td>API</td>
<td>American Petroleum Institute</td>
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<td>11</td>
<td>ARI</td>
<td>Air-Conditioning &amp; Refrigeration Institute</td>
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<td>12</td>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating, and Air Conditioning Engineers</td>
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<td>13</td>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<td>14</td>
<td>ASSE</td>
<td>American Society of Sanitary Engineering</td>
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<td>15</td>
<td>ASTM</td>
<td>ASTM International</td>
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<td>16</td>
<td>AWI</td>
<td>Architectural Woodwork Institute</td>
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<td>17</td>
<td>AWPA</td>
<td>American Wood Protection Association</td>
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<td>18</td>
<td>AWS</td>
<td>American Welding Society</td>
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<td>19</td>
<td>AWWA</td>
<td>American Water Works Association</td>
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<td>20</td>
<td>BHMA</td>
<td>Builder's Hardware Manufacturers Association</td>
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<td>21</td>
<td>BIA</td>
<td>Brick Industry Association</td>
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<td>22</td>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>23</td>
<td>EJMA</td>
<td>Expansion Joint Manufacturers Association</td>
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| 25. FTI | Facing Tile Institute  
Box 8880, Canton, OH 44711 |
| 26. GA | Gypsum Association  
6525 Belcrest Road Suite 480, Hyattsville, MD 20782 |
| 27. GANA | Glass Association of North America  
800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200 |
| 28. ICC | International Code Council  
500 New Jersey Avenue NW 6th Floor, Washington, DC 20001 |
| 29. IES | Illuminating Engineering Society  
120 Wall Street, Floor 17, New York, NY 10005-4001 |
| 30. MIL | Military Specifications  
Naval Publications and Forms Center  
5801 Tabor Avenue, Philadelphia, PA 19120 |
| 31. NAAMM | National Association of Architectural Metal Manufacturers  
800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137 |
| 32. NCMA | National Concrete Masonry Association  
13750 Sunrise Valley Drive, Herndon, VA 20171-4662 |
| 33. NECA | NECA  
National Electrical Contractors Association  
3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814 |
| 34. NEMA | National Electrical Manufacturers Association  
1300 North 17th Street Suite 1752, Rosslyn, VA 22209 |
| 35. NFPA | National Fire Protection Association  
1 Batterymarch Park, Quincy, MA 02169-7471 |
| 36. NIST | National Institute of Standards and Technology  
(U.S. Department of Commerce), 100 Bureau Drive, Stop 1070  
Gaithersburg, MD 20899-1070 |
| 37. NRCA | National Roofing Contractors Association  
10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607 |
| 38. NSF | National Sanitation Foundation International  
P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140 |
| 39. OSHA | Occupational Safety & Health Administration  
200 Constitution Avenue NW, Washington, DC 20210 |
1.04 SUBMITTALS

A. For OWNER’s records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

A. Indicated:
  1. The term “indicated” is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

B. Approve (or Words of Similar Nature):
   1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term "approve" will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B.1. of the General Conditions.
   2. In no case will "approval" by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:
   1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
   2. Actual work must comply with (or within specified tolerances) or exceed minimums.
   3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Includes:
   1. Quality Assurance—Control of Installation.
   2. Tolerances.
   3. Manufacturers’ Field Services and Reports.

1.02 QUALITY ASSURANCE—CONTROL OF INSTALLATION

A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

B. CONTRACTOR shall comply with manufacturers’ instructions, including each step in sequence.

C. Should manufacturers’ instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. CONTRACTOR shall comply with manufacturers’ tolerances. Should manufacturers’ tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.

C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS’ FIELD SERVICES AND REPORTS

A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.
B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.

C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers’ written instructions.

D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
1.01 SUMMARY

A. Work Included:
   1. Temporary utilities.
   2. Temporary stairs and access.
   3. Temporary support facilities.
   5. Removal of temporary facilities.
   6. Temporary stockpiling of excavated fill material storage area.

B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.

C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
   1. Furnish all necessary labor and materials.
   2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
   3. Maintain such connections.
   4. Remove temporary installation and connection when no longer required.
   5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.

B. Temporary Electrical Services:
   1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. CONTRACTOR shall remove all temporary services when Project is complete.
   2. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
   3. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) of building by OWNER.
C. Weather Protection and Temporary Heat: CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.

D. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.

E. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.

F. CONTRACTOR’s and Subcontractor(s)’ personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY STAIRS AND ACCESS

A. CONTRACTOR shall provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, and so on as required for proper execution of the Work. CONTRACTOR shall be responsible for providing its own scaffolds, hoists, etc.

B. All such apparatus, equipment, and construction shall meet all requirements of OSHA, the labor laws, and other applicable State and local laws. Provide stairs with handrails. As soon as possible and where applicable, permanent stairs shall be installed.

C. As soon as permanent stairs are created, provide temporary protective treads, handrails, and shaft protection.

D. Provide barricades at hazardous locations, complete with signs, temporary general lighting, warning lights, and similar devices as required.

1.04 TEMPORARY SUPPORT FACILITIES

A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.

B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.05 CONSTRUCTION SIGN

A. Every employer performing work covered by the labor standards of the DRBA must post the WH-1321 “Employee Rights Under the Davis-Bacon Act” poster at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.
1.06 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to substantial completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

1.07 TEMPORARY STOCKPILING OF EXCAVATED FILL MATERIAL STORAGE AREA

A. If excavated fill materials are identified as requiring testing, CONTRACTOR shall furnish and maintain a storage area for the temporary stockpiling of excavated fill materials which are potentially hazardous and are undergoing testing per Section 31 23 00–Excavation, Fill, Backfill and Grading. The storage area shall be located on Site as approved by OWNER. The area shall be lined with 20 mil thick (minimum) plastic sheeting to prevent migration of materials or leachate from the area. Surface runoff shall be directed around the area. Plastic sheeting (10 mil minimum thickness) shall be used as a cover to prevent precipitation from entering area. Seams for the plastic cover and liner shall be installed to provide a watertight system. CONTRACTOR shall provide sandbags or other ballast as required to secure the plastic sheeting. Stockpiled materials shall be stored such that solids or leachate from different areas of the Site do not mix. Costs to provide and install the temporary storage area and dismantling at the end of construction shall be included in the Cash Allowance Price for excavation and stockpiling of potentially hazardous materials (Section 31 23 00–Excavation, Fill, Backfill and Grading).

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
SECTION 01 57 00
TEMPORARY CONTROLS

PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Dust Control.
   3. Noise Control.
   4. Traffic Control.
   5. Site Security.
   6. Daily Cleanup.

PART 2—PRODUCTS

NOT APPLICABLE

PART 3—EXECUTION

3.01 DUST CONTROL

A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.

B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.

C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. CONTRACTOR shall protect Site from puddling or running water.

C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.
E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.

F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.


3.03 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

3.04 TRAFFIC CONTROL

A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.

B. Do not close or obstruct roadways without approval of OWNER.

C. Conduct operations with minimum interference to roadways.

D. Maintain one-way traffic on streets at all times.


F. Do not close or obstruct roadways without approval of OWNER.

3.05 SITE SECURITY

A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.06 DAILY CLEANUP

A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.
B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION
PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.

C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.

D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.

B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.

C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.

E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.
1.04 DELIVERY AND RECEIVING

A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER’s use of premises.

C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Accessories and installation hardware are correct.
   4. Containers and packages are intact and labels legible.
   5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

A. General:
   1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer’s instructions, with all seals and labels intact and legible.
   2. Any additional off-site space required shall be arranged by CONTRACTOR.
   3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
   4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.

B. In enclosed storage, CONTRACTOR shall:
   1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
   2. Maintain temperature and humidity within ranges stated in manufacturer’s instructions.
   3. Provide ventilation for sensitive products as required by manufacturer's instructions.
   4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
   5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
   6. Store liquid materials away from fire or intense heat and protect from freezing.

C. At exterior storage, CONTRACTOR shall:
   1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
   2. Store tools or equipment that carry dirt outside.
   3. Store large equipment so as not to damage the Work or present a fire hazard.
4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.

6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.

7. Provide surface drainage to prevent erosion and ponding of water.

8. Prevent mixing of refuse or chemically injurious materials or liquids.

9. Cover aggregates such as sand and gravel in cold wet weather.

10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.

B. CONTRACTOR shall verify that storage facilities comply with manufacturer’s product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.

C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer’s indemnification language. Warranty language shall not eliminate manufacturer’s responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if
manufacturer’s response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3-1/2 inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.

B. Concrete and grout shall meet applicable sections of the specifications.

C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of the Work to install improperly sequenced Work.
   3. Remove and replace defective Work.
   4. Remove and replace Work not conforming to requirements of the Contract Documents.
   5. Provide penetrations of surfaces for installation of piping and electrical conduit.

1.02 REFERENCES

A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.

B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

A. CONTRACTOR shall submit a written request to OWNER well in advance of executing any cutting or alteration which affects the following:
   1. Work of OWNER or any separate contractor.
   2. Structural value or integrity of any element of the Project.
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. Efficiency, operational life, maintenance, or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. The request shall include:
   1. Description of affected work.
   2. The necessity for cutting, patching, or alteration.
   3. Effect on work of OWNER, any separate contractor, or on the structural or weather-proof integrity of the Project.
   4. Description of proposed work to include:
      a. Scope of cutting, patching, or alteration.
      b. Trades who will execute the work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.
   5. Alternatives to cutting and patching.
   6. Written permission of any separate contractor whose work will be affected.
C. Submit written notice to OWNER designating the date and the time the Work will be uncovered or executed.

1.05 SCHEDULING AND COORDINATION

A. All work under this section shall be coordinated with OWNER's work forces and those of other contractors and shall be accomplished at times acceptable to OWNER.

B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to any neighboring buildings, notify ENGINEER and OWNER 72 hours in advance and obtain OWNER's approval before proceeding with this phase of the work. Temporary facilities, if required, shall be in place prior to disruption of service.

PART 2—PRODUCTS

2.01 NEW MATERIALS

A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.

B. All new materials for patching and extending work shall match existing products and work.

C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

PART 3—EXECUTION

3.01 INSPECTION

A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.

B. After uncovering the work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.

C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.

D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.

E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.
3.02 PREPARATION AND PROTECTION

A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.

B. Temporary supports must adequately carry all existing and imposed load.

C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.

D. CONTRACTOR shall provide temporary partitions or barriers to contain all dust, dirt, and debris from entering into finished areas or areas where OWNER is operating, storing, or manufacturing products.

E. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.

F. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the work which may be exposed by cutting and patching, demolition, or other alterations.

G. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of work.

H. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.

I. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.

B. CONTRACTOR shall execute the work in a careful and orderly manner with the least possible disturbance to the public.

C. CONTRACTOR shall execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

D. CONTRACTOR shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

E. CONTRACTOR shall fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.
G. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
   1. For continuous surfaces, refinish to nearest intersection.
   2. For an assembly, refinish entire unit.

3.04 DEMOLITION, CUTTING, AND REMOVAL

A. Cutting and removal of construction shall be performed by CONTRACTOR so as not to cut or remove more than is necessary and so as not to damage adjacent work.

B. CONTRACTOR shall cut out embedded anchorages and attachment items as required to properly provide for patching and repair of the respective finishes.

C. CONTRACTOR shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

D. CONTRACTOR shall not cut operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance.

E. CONTRACTOR shall not cut work exposed to view (exterior or interior) in a manner resulting in noticeable reduction of visual qualities as determined by OWNER.

F. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost to OWNER.

G. CONTRACTOR shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day’s work.

H. CONTRACTOR shall not let piled waste material endanger the structure.

3.05 PATCHING, EXTENDING, AND MATCHING

A. Patching work shall conform to the standards of the Specifications where applicable, and where not specified, work shall conform to the highest standards of the applicable trade.

B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.

C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.

D. CONTRACTOR shall provide adequate support to substrate for patching finishes.

E. Transitions: CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of work.

END OF SECTION
SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Closeout procedures.
   2. Final cleaning.
   3. Adjusting.
   4. Project record documents.
   5. Warranties.

1.02 CLOSEOUT PROCEDURES

A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.

B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
   1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
   2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
   4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

A. It is CONTRACTOR's responsibility to completely clean up the construction site at the completion of the Work.

B. CONTRACTOR shall clean areas of the building in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
   1. Removal of trash and rubbish from these areas.
   2. Broom cleaning of floors.
   3. Removal of any plaster, mortar, dust, and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.

C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Clean site; sweep paved areas, rake clean landscaped surfaces.
6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer’s instruction for assembly, installation, and adjusting.

B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.

C. CONTRACTOR shall store record documents separate from documents used for construction.

D. CONTRACTOR shall record information concurrent with construction progress.

E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
   1. Manufacturer’s name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by addenda and modifications.

F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.
1.06 WARRANTIES

A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections and as follows.

B. Submit warranty information as follows:
   1. Provide notarized copies.
   2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
   3. Submit with request for certificate of Substantial Completion.
   4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION
WAGE RATES
## Will County Prevailing Wage Rates posted on 5/18/2020

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**Legend**

Rg Region

**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers
C Class
Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN
Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

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 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; Concrete Paver over 27E cu. ft.; Creter Crane: Spider Crane; Crusher, Stone, etc.; Derrick, All; Derrick Boats; Derrick, 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 Pump; 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 Drive Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.
Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows:

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

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".
General Decision Number: IL20200008 06/12/2020

Superseded General Decision Number: IL20190008

State: Illinois

Construction Types: Building and Residential

Counties: Du Page, Grundy, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

BUILDING AND RESIDENTIAL PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the EO minimum wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conforming wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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ASBE0017-005 06/01/2020

RATES Fringes

ASBESTOS WORKER/INSULATOR includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems........$ 50.50
27.80
Fire Stop Technician............$ 40.40 24.54
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not..............$ 38.44 27.35

BOIL0001-003 05/01/2017

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

RATES Fringes

BOILERMAKER......................$ 46.18 29.58

BRIL0014-001 06/01/2016

DU PAGE, GRUNDY, LAKE, and WILL COUNTIES

RATES Fringes

BRICKLAYER......................$ 44.88 26.62

BRIL0021-002 06/01/2017

RATES Fringes

MARBLE SETTER...................$ 44.63 26.83

BRIL0021-008 06/01/2017

RATES Fringes
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<td>TILE FINISHER</td>
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<td>TILE SETTER</td>
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<td>KANE, KENDALL, and MCHENRY COUNTIES</td>
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<td>DUPAGE ANE LAKE COUNTIES</td>
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<td>CARPENTER Building</td>
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<td>Residential</td>
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<td>KANE, KENDALL, AND McHENRY COUNTIES</td>
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<td>32.84</td>
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<td>CARPENTER.................</td>
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<td>GRUNDY COUNTY</td>
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<td>CARPENTER</td>
<td>Carpenter, Millwright, Piledriver, and Soft Floor Layer</td>
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<td>Line Construction Groundman................</td>
<td>$ 42.82 61.93%</td>
<td>Lineman and Equipment Operator................</td>
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<td>KANE (Northern Half) and McHENRY COUNTIES</td>
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<td>ELECTRICIAN</td>
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<td>ELECTRICIAN</td>
<td>ELECTRICAL TECHNICIAN.......</td>
<td>$ 40.20 33.18%+14.28</td>
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<td>Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.</td>
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<td>Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).</td>
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</table>

W-10
area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

Grundy and Will Counties

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<th>Fringes</th>
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<tbody>
<tr>
<td>ELECTRICIAN Residential.................$ 42.42</td>
<td>31.79</td>
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Grundy and WILL COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELECTRICIAN Building....................$ 43.50</td>
<td>39.26</td>
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Grundy and WILL COUNTIES

<table>
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<tr>
<td>ELECTRICIAN ELECTRICAL TECHNICIAN.......$ 36.00</td>
<td>30.58</td>
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Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

KANE (Southern Half) AND KENDALL COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
<td>ELECTRICIAN Building....................$ 47.72</td>
<td>32.39 Residential.................$ 43.07</td>
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KANE (Southern Half), AND KENDALL COUNTIES

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<tr>
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Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

DUPAGE COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
<td>ELECTRICIAN Building....................$ 41.00</td>
<td>105.86% Residential.................$ 39.60</td>
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ELECTRICIAN  ELECTRICAL TECHNICIAN........$ 33.82  104.42%
Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PBX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEVATOR MECHANIC................$ 58.47  34.765+a+b

FOOTNOTES:
a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veteran's Day and Christmas Day.
b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service.

ELEVATOR MECHANIC................$ 51.09  34.765+a+b

FOOTNOTES:
A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.

ELEVATOR MECHANIC................$ 47.72  34.765+a+b

FOOTNOTES:
A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for under 5 years of service.
B. Paid Holidays: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veteran's Day & Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
GROUP 1: Mechanic; 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 Backhoe 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*; Cranes, Hammerhead*; Cranes, (GCI and similar
type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derrick; Derrick, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; 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; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram (requiring frequent Lubrication and Water); Pump Cretes; Squeeze Crete-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*. GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Brick Forklift; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (receives an additional $.50 per hour); Winch Trucks with ""A"" Frame.

GROUP 3: 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; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (receives an additional $.50 per hour); Winch Trucks with ""A"" Frame.

IRON0001-014 06/01/2019
DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

IRONWORKER Sheeter....................... $ 50.88 39.37 Structural and Reinforcing..$ 50.63 39.37

IRON0063-003 06/01/2020
LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

IRONWORKER, ORNAMENTAL............. $ 51.63 37.73

IRON0063-004 06/01/2018
LAKE, DUPAGE (Eastern 1/4), and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

IRONWORKER Fence Erector............... $ 40.88 28.74

IRON0136-002 07/01/2018
LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & East thereof) COUNTIES

IRONWORKER Machinery Movers; Riggers; Machinery Erectors............. $ 41.00 33.96
Master Riggers.................. $ 43.50 33.96

IRON0393-002 06/01/2019
DU PAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY
### (SOUTHEAST 1/4) COUNTIES

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IRON0444-002 06/01/2018

**DUPAGE (ARGONNE & VIC), GRUNDY, KENDALL (Southern Part), and WILL COUNTIES**

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IRON0498-006 06/01/2019

**McHENRY COUNTY (Northwest Part)**

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LABO0002-003 06/01/2018

**DUPAGE COUNTY**

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<tbody>
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<td>Laborer Group 1.</td>
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<td>Laborer Group 9.</td>
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<td>Laborer Group 10.</td>
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<td>Laborer Group 11.</td>
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<tr>
<td>Laborer Group 12.</td>
<td>$43.72</td>
<td>28.19</td>
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</table>

**LABORER CLASSIFICATIONS**

**GROUP 1:** Building laborers, Plasterer tenders, Pumps for Dewatering & other Unclassified Laborers

**GROUP 2:** Fireproofing and fire shop laborers

**GROUP 3:** Cement gun laborers and hose

**GROUP 4:** Chimney over 40 feet; Scaffold laborers; Weldman-wreckers Burners

**GROUP 5:** Cement gun nozzle (gunite) laborers; Windlass and capstan person

**GROUP 6:** Stone derrickmen and handlers

**GROUP 7:** Jackhammermen, Power driven concrete saws and other power equipment

**GROUP 8:** Firebrick & boiler laborers

**GROUP 9:** Chimney on fire brick; Caisson Diggers; Well Point system men

**GROUP 10:** Boiler setter plastic laborers

**GROUP 11:** Jackhammermen on fire brick work only

**GROUP 12:** Dosimeter (any device) monitoring nuclear exposure); Asbestos abatement laborers; Toxic and Hazardous waste removal laborers

LAB00075-001 06/01/2017

**GRUNDY AND WILL COUNTIES**

<table>
<thead>
<tr>
<th>Rate Group</th>
<th>Rate</th>
<th>Fringe</th>
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<tbody>
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<td>Laborer Group 1.</td>
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<td>27.47</td>
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<tr>
<td>Laborer Group 2.</td>
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<tr>
<td>Laborer Group 3.</td>
<td>$41.28</td>
<td>27.47</td>
</tr>
<tr>
<td>Laborer Group 4.</td>
<td>$41.40</td>
<td>27.47</td>
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</tbody>
</table>
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 up to 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 - Gunnite 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

LABO0149-001 06/01/2018

KANE, KENDALL, AND McHENRY COUNTIES

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<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
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<td>6</td>
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<td>7</td>
<td>$41.40</td>
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LABORER

GROUP 1....................$ 42.72            28.19
GROUP 2....................$ 41.65            28.19
GROUP 3....................$ 42.72            28.19
GROUP 4....................$ 41.65            28.19
GROUP 5....................$ 41.65            28.19
GROUP 6....................$ 41.90            28.19
GROUP 7....................$ 41.90            28.19
GROUP 8....................$ 41.60            28.19

LABORER CLASSIFICATIONS

GROUP 1: Common Laborer
GROUP 2: Power Vibrator
GROUP 3: Torchman (demolition only), Mortarmen
GROUP 4: Power Tamper
  GROUP 5: Jackhammer & Airspade; Chainsaw, Swinging Stage and Boatswain Chair; Cement Gun Nozzleman; Hod Carrier; Plasterer Tender, and Tunnel Man
GROUP 6: Tile Layers; Bottom Men
GROUP 7: Caisson Laborers; Dynamiters
GROUP 8: Asbestos abatement laborers, Toxic and hazardous waste removal laborers, Dosimeter (any device) monitoring nuclear exposure

-----------------------------------------------

LABORER

GROUP 1....................$ 41.20            27.47
GROUP 2....................$ 41.28            27.47
GROUP 3....................$ 41.30            27.47
GROUP 4....................$ 41.40            27.47
GROUP 5....................$ 41.40            27.47
GROUP 6....................$ 41.43            27.47
GROUP 7....................$ 41.53            27.47
GROUP 8....................$ 41.55            27.47
GROUP 9....................$ 41.40            27.47
GROUP 10....................$ 41.75            27.47
GROUP 11....................$ 41.40            27.47

LABORER CLASSIFICATIONS

GROUP 1: Building laborers; Plasterer tenders, General laborers (wrecking and demolition); Fireproofing and fire shop laborers
GROUP 2: Cement gun laborers and hose
GROUP 3: Chimney over 40 feet; Scaffold laborers; Wall men or wreckers
GROUP 4: Cement Gun nozzle (gunite) laborers
GROUP 5: Stone derrickmen and handlers
GROUP 6: Jackhammermen (tampers & vibrators); Power driven concrete saws
GROUP 7: Firebrick & boiler laborer setters
GROUP 8: Chimney laborers (on fire brick); Caisson Diggers; Well Point system men
GROUP 9: Windlass and capstan persons
GROUP 10: Boiler setter plastic laborers
<table>
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<th>Date</th>
<th>Description</th>
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<td>GROUP 11: Dosimeter (any device) monitoring nuclear exposure; Asbestos abatement laborers; Toxic and hazardous waste removal laborers</td>
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<td>Plumber Rates Fringes</td>
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W-18
Sheet Metal Worker

ALUMINUM GUTTER WORK........$ 31.32 37.02

SHEET METAL WORKER............$ 48.02 30.53

TRUCK DRIVER

2 or 3 Axle Trucks..............$ 37.68 0.15+a
4 Axle Trucks....................$ 37.83 0.15+a
5 Axle Trucks....................$ 38.03 0.15+a
6 Axle Trucks....................$ 38.23 0.15+a

FOOTNOTES:
a. $733.20 per week.
b. Lowboy rate based on number of axles
   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; Fork 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

LAKE AND MCHENRY COUNTIES

TRUCK DRIVER

2-3 AXLES.....................$ 39.34 10.75+a
39.49 10.75+a
5 AXLES.........................$ 39.69 10.75+a
AXLES............................$ 39.89 10.75+a

FOOTNOTES:
a. 380.00 per week pension.
b. Lowboy rate based on number of axles
   An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.
   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; Dumpster, 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 tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0673-003 06/01/2019
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<th>GROUP</th>
<th>Description</th>
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<td>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</td>
</tr>
<tr>
<td>2</td>
<td>Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpster, 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</td>
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<tr>
<td>3</td>
<td>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</td>
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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.

Rates Fringes
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<th>AXLES</th>
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<td>2-3 AXLES</td>
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<td>4 AXLES</td>
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<td>5 AXLES</td>
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<td>0.25+a</td>
</tr>
<tr>
<td>6 AXLES</td>
<td>$39.02</td>
<td>0.25+a</td>
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</table>

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


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

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Group 4 - Dual-purpose vehicles, 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

---
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 tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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

=================================================================

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (i) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

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

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

----------------------------------------------------------------

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.

================================================================

"General Decision Number: IL20200011 06/05/2020

Superseded General Decision Number: IL20190011"
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).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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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; Derrick; Derrick Boats; Derrick, 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; Pipe 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); 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); 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, Buralp 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 (Pipe 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.

Cranes 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.
Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing 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 Sheep's 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 06/01/2019

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>IRONWORKER</td>
<td></td>
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<tr>
<td>Sheeter.....................$ 50.88</td>
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<tr>
<td>Structural and Reinforcing.$ 50.63</td>
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* IRON0063-003 06/01/2020

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

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IRON0393-003 06/01/2019

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

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<thead>
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<th>Fringes</th>
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<tbody>
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IRON0444-006 06/01/2018

KENDALL (Southern Part) and WILL COUNTIES

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IRON0498-003 06/01/2019

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES
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<tr>
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<td>$40.25</td>
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### DUPAGE COUNTY

<table>
<thead>
<tr>
<th>Laborer (Sewer Construction)</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
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<tr>
<td>GROUP 1</td>
<td>$42.72</td>
<td>28.19</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$42.85</td>
<td>28.19</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$42.95</td>
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<tr>
<td>GROUP 4</td>
<td>$43.07</td>
<td>28.19</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$42.72</td>
<td>28.19</td>
</tr>
</tbody>
</table>

**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; Jackhamermen; 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.

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<table>
<thead>
<tr>
<th>Laborer (Compressed Air)</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>0 - 15 lbs</td>
<td>$43.72</td>
<td>28.19</td>
</tr>
<tr>
<td>16 - 20 lbs</td>
<td>$44.22</td>
<td>28.19</td>
</tr>
<tr>
<td>21 - 26 lbs</td>
<td>$44.72</td>
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<tr>
<td>27 - 33 lbs</td>
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<td>28.19</td>
</tr>
<tr>
<td>34 lbs and over</td>
<td>$46.72</td>
<td>28.19</td>
</tr>
</tbody>
</table>

**Laborer (Tunnel and Sewer)**

| GROUP 1                     | $42.72| 28.19   |
| GROUP 2                     | $42.85| 28.19   |
| GROUP 3                     | $42.95| 28.19   |
| GROUP 4                     | $43.07| 28.19   |
| GROUP 5                     | $42.72| 28.19   |

**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; Jackhamermen; 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; skinners; 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; 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

LABORER

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>General Laborer........... $ 37.34</td>
<td>34.12</td>
</tr>
<tr>
<td>Skilled Laborer........... $ 40.39</td>
<td>34.12</td>
</tr>
</tbody>
</table>

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 Nozzlem, 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.

LABORER

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>GROUP 1................. $ 41.20</td>
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</tr>
<tr>
<td>GROUP 2................. $ 41.55</td>
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</tr>
<tr>
<td>GROUP 3................. $ 41.20</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 4................. $ 41.55</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 5................. $ 41.40</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 6................. $ 41.55</td>
<td>27.47</td>
</tr>
<tr>
<td>GROUP 7................. $ 41.40</td>
<td>27.47</td>
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</tbody>
</table>

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 of 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; Rod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runways, 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; Torchen (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 - Gunnite 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

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, Dynamites

GROUP 8: Flagman

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

<table>
<thead>
<tr>
<th>LABORER CLASSIFICATIONS</th>
</tr>
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<tbody>
<tr>
<td>GROUP 1: General laborers; Asphalt</td>
</tr>
<tr>
<td>GROUP 2: Cement gun laborers</td>
</tr>
<tr>
<td>GROUP 3: Asphalt Tampers and Smoothers</td>
</tr>
<tr>
<td>GROUP 4: Rakers and Lutemen; Machine screwmen; Kettlemen; 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</td>
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<tr>
<td>GROUP 5: Cement Gun Nozzle (Gunite)</td>
</tr>
<tr>
<td>GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)</td>
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</tbody>
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**LABORER**

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<thead>
<tr>
<th>GROU</th>
<th>Rate</th>
<th>Fringes</th>
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**PAINTER**

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**DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES**

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<td>Fringes</td>
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<tr>
<td>----------------------------------------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
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<tr>
<td>BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES</td>
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<tr>
<td>PAINTER: Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel</td>
<td>$40.65</td>
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| PLAS0011-002 06/01/2019 |

**WILL COUNTY**

| CEMENT MASON/CONCRETE FINISHER | $43.00  | 38.16   |

| PLAS0011-008 06/01/2019 |

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

| CEMENT MASON/CONCRETE FINISHER | $47.01  | 34.10   |

| PLAS0011-013 06/01/2019 |

**LAKE COUNTY**

| CEMENT MASON/CONCRETE FINISHER | $45.53  | 35.60   |

| PLAS0011-015 06/01/2019 |

**BOONE COUNTY**

| CEMENT MASON/CONCRETE FINISHER | $37.75  | 30.22   |

| PLASTERER                     | $34.78  | 31.33   |

| PLAS0803-001 08/01/2010 |

**DUPAGE COUNTY**

| CEMENT MASON/CONCRETE FINISHER | $38.00  | 24.03   |

* TEAM0179-002 06/01/2017

**KENDALL and WILL COUNTIES**

<table>
<thead>
<tr>
<th>TRUCK DRIVER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 or 3 Axle Trucks.............</td>
</tr>
<tr>
<td>4 Axle Trucks..................</td>
</tr>
<tr>
<td>5 Axle Trucks..................</td>
</tr>
<tr>
<td>6 Axle Trucks..................</td>
</tr>
</tbody>
</table>

**FOOTNOTES:**

a. 5733.20 per week.
b. Lowboy rate based on number of axles
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; Battery Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork 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 Cretes 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 Cretes 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 under 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.

* LAKE AND MCHENRY COUNTIES

<table>
<thead>
<tr>
<th>TRUCK DRIVER</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>2-3 AXLES...</td>
<td>$39.34</td>
<td>10.75+a</td>
</tr>
<tr>
<td>4 AXLES......</td>
<td>$39.49</td>
<td>10.75+a</td>
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<tr>
<td>5 AXLES......</td>
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<tr>
<td>6 AXLES......</td>
<td>$39.89</td>
<td>10.75+a</td>
</tr>
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</table>

**FOOTNOTES:**

a. 380.00 per week pension.
b. Lowboy rate based on number of axles.

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


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; Fork 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, one-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 Cretes 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 Cretes 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 under 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.
<table>
<thead>
<tr>
<th>TRUCK DRIVER</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
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<tr>
<td>2 - 3 Axles.........................$ 37.82</td>
<td>22.65</td>
<td></td>
</tr>
<tr>
<td>4 Axles................................$ 37.97</td>
<td>22.65</td>
<td></td>
</tr>
<tr>
<td>5 Axles................................$ 38.17</td>
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<td></td>
</tr>
<tr>
<td>6 Axles................................$ 38.28</td>
<td>22.65</td>
<td></td>
</tr>
</tbody>
</table>

**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; Dumpster, 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; Dumpster, 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 vehicles, such as mounted crane trucks with hoist and accessories

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

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* TEAM0330-002 06/01/2019

<table>
<thead>
<tr>
<th>DEKALB COUNTY</th>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>TRUCK DRIVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-3 AXLES.....$ 38.23</td>
<td>0.25+a</td>
<td></td>
</tr>
<tr>
<td>4 AXLES........$ 38.38</td>
<td>0.25+a</td>
<td></td>
</tr>
<tr>
<td>5 AXLES........$ 38.58</td>
<td>0.25+a</td>
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</tr>
<tr>
<td>6 AXLES........$ 38.78</td>
<td>0.25+a</td>
<td></td>
</tr>
</tbody>
</table>

**FOOTNOTE:** a. $868.50 per week

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


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

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-3 AXLES................</td>
<td>$ 38.47</td>
<td>0.25+a</td>
</tr>
<tr>
<td>4 AXLES..................</td>
<td>$ 38.62</td>
<td>0.25+a</td>
</tr>
<tr>
<td>5 AXLES..................</td>
<td>$ 38.82</td>
<td>0.25+a</td>
</tr>
<tr>
<td>6 AXLES..................</td>
<td>$ 39.02</td>
<td>0.25+a</td>
</tr>
</tbody>
</table>

FOOTNOTE: a. $861.10 per week.

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


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; Fork 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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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: IL20200018 03/06/2020
Superseded General Decision Number: IL20190018
State: Illinois
Construction Types: Heavy (Dredging and Marine)
Counties: Illinois Statewide.
MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION:

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020 1 01/10/2020
* SUIL2003-001 01/01/2020

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates Fringes

Dredging: Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations) Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service

Truck Driver....................$ 22.51 7.61+a+b
Lead Deckhand..................$ 29.68 7.61+a+b

Hydraulic Dredging

LAUNCH OPERATOR - Vessel 800 Horse-Power Or Less....$ 25.15 7.61+a+b
TUG ENGINEER...................$ 26.49 7.61+a+b
TUG OPERATOR - Vessel Over 800 Horse-Power.................$ 26.49 7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats)
.................................$ 22.51 7.61+a+b
MECHANIC (Undefined)
FLOATING EQUIPMENT: Illinois

W-38
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<th>Class</th>
<th>Indiana</th>
<th>Michigan</th>
<th>Minnesota</th>
<th>New York</th>
<th>Ohio</th>
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**FLOATING EQUIPMENT:**
- **Indiana:**
- **Class I:** $49.50  34.75+b&c
- **Class II-A:** $48.00  34.75+b&c
- **Class II-B:** $50.00  34.75+b&c
- **Class III:** $42.75  34.75+b&c
- **Class IV:** $35.55  34.75+b&c
- **Michigan:**
- **Class I:** $46.00  31.07+b&c
- **Class II-A:** $44.50  31.07+b&c
- **Class II-B:** $46.00  31.07+b&c
- **Class III:** $39.95  31.07+b&c
- **Class IV:** $33.75  31.07+b&c
- **Minnesota:**
- **Class I:** $47.10  20.60+b&c
- **Class II-A:** $45.60  20.60+b&c
- **Class II-B:** $45.60  20.60+b&c
- **Class III:** $40.60  20.60+b&c
- **Class IV:** $33.75  20.60+b&c
- **New York:**
- **(Cattaraugus, Chautauqua, Erie and Orleans Counties):**
- **Class I:** $47.60  31.26+b&c
- **Class II-A:** $46.70  31.26+b&c
- **Class II-B:** $49.10  31.26+b&c
- **Class III:** $41.05  31.26+b&c
- **Class IV:** $34.15  31.26+b&c
- **(Cayuga, Jefferson, Oswego, and St. Lawrence Counties):**
- **Class I:** $51.60  27.15+b&c
- **Class II-A:** $49.10  27.15+b&c
- **Class II-B:** $53.10  27.15+b&c
- **Class III:** $44.60  27.15+b&c
- **Class IV:** $37.10  27.15+b&c
- **(Monroe and Wayne Counties and the City of Rochester):**
- **Class I:** $47.60  29.63+b&c
- **Class II-A:** $49.30  29.63+b&c
- **Class II-B:** $52.30  29.63+b&c
- **Class III:** $43.90  29.63+b&c
- **Class IV:** $36.50  29.63+b&c
- **(Niagara):**
- **Class I:** $45.55  30.05+b&c
- **Class II-A:** $44.05  30.05+b&c
- **Class II-B:** $47.05  30.05+b&c
- **Class III:** $39.20  30.05+b&c
- **Class IV:** $32.60  30.05+b&c
- **Ohio:**
- **(Ashtabula, Cuyahoga, Erie, Lake, and Lorain Counties):**
- **Class I:** $46.00  15.30+b&c
- **Class II-A:** $44.50  15.30+b&c
- **Class II-B:** $44.50  15.30+b&c
- **Class III:** $39.95  15.30+b&c
- **Class IV:** $33.75  15.30+b&c
- **Ohio:**
- **(Lucas, Henry, Ottawa, Wood and Sandusky Counties):**
- **Class I:** $46.00  15.30+b&c
- **Class II-A:** $44.50  15.30+b&c
- **Class II-B:** $44.50  15.30+b&c
- **Class III:** $39.95  15.30+b&c
### Class IV

$33.75  \quad 15.30 + b & c

### FLOATING EQUIPMENT: Pennsylvania: (Erie County):

<table>
<thead>
<tr>
<th>Class</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$46.00</td>
<td>22.23 + b &amp; c</td>
</tr>
<tr>
<td>II-A</td>
<td>$44.50</td>
<td>22.23 + b &amp; c</td>
</tr>
<tr>
<td>II-B</td>
<td>$47.50</td>
<td>22.23 + a &amp; b</td>
</tr>
<tr>
<td>III</td>
<td>$39.95</td>
<td>22.23 + b &amp; c</td>
</tr>
<tr>
<td>IV</td>
<td>$33.75</td>
<td>22.23 + b &amp; c</td>
</tr>
</tbody>
</table>

### FLOATING EQUIPMENT: Wisconsin: Includes all marine/floating type work on projects in the Superior/Duluth Harbor, Lake Superior.

<table>
<thead>
<tr>
<th>Class</th>
<th>Rate</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$48.85</td>
<td>23.03 + b &amp; c</td>
</tr>
<tr>
<td>II-A</td>
<td>$47.35</td>
<td>23.03 + b &amp; c</td>
</tr>
<tr>
<td>II-B</td>
<td>$47.85</td>
<td>23.03 + b &amp; c</td>
</tr>
<tr>
<td>III</td>
<td>$42.15</td>
<td>23.03 + b &amp; c</td>
</tr>
<tr>
<td>IV</td>
<td>$35.05</td>
<td>23.03 + b &amp; c</td>
</tr>
</tbody>
</table>

### PAID HOLIDAYS (WHERE APPLICABLE):

- **A** - NEW YEAR'S DAY
- **B** - MEMORIAL DAY
- **C** - INDEPENDENCE DAY
- **D** - LABOR DAY
- **E** - THANKSGIVING DAY
- **F** - CHRISTMAS DAY
- **G** - PRESIDENT'S DAY
- **H** - VETERANS DAY

### FOOTNOTES:

- **a**. $30.10 per day per employee for medical
- **b**. Eight paid holidays: A thru H
- **c**. Hazardous/Toxic Waste Material:
  - *Level A* $2.50 per hour
  - *Level B* 2.00 per hour
  - *Level C* 1.00 per hour
  - *Level D* 0.50 per hour

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

### CLASSIFICATION DESCRIPTIONS

**Class I** - Master Mechanic - assist and direct Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge) Class II-A Crane/Backhoe Operator, 70 Ton or over Tug Operator, Mechanic/Welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), diver tender Class II-B Friction, Lattice Boom, or any Crane Certifications Class III - Deck Equipment Operator (Machineryman) Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), Tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc. Class IV - Deck Equipment Operator (Machineryman/Fireman) (Four equipment units or more) Off Road Trucks, Deck Hand, Tug Engineer and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

---

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

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope.
of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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: IL20200019 01/10/2020
Superseded General Decision Number: IL20190019
State: Illinois
Construction Type: Heavy Dredging
Counties: Illinois Statewide.

Dredging Construction Projects: Dredging the following rivers and their tributaries, the Kasakaski River from the mouth to Fayetteville, Illinois; Illinois River; Minnesota River; Mississippi River and the Ohio River.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number     Publication Date
0              01/03/2020
1              01/10/2020

W-42
Dredging: (Engineer and Mechanic)

AREA I: Within the geographical jurisdiction of the St. Louis District, Corps of Engineers...........$ 40.10 28.06

AREA II: Within the geographical jurisdiction of the Louisville District, Corps of Engineers........... $ 39.99 28.06

AREA III: Within the geographical jurisdiction of the Huntington District, Corps of Engineers........... $ 39.99 28.06

AREA IV: Within the geographical jurisdiction of the St. Paul, Rock Island and Chicago Districts, Corps of Engineers...........$ 36.93 26.97

Dredging: (Levermen and Boatman)

AREA 1: Within the geographical jurisdiction of the St. Louis District, Corps of Engineers...........$ 46.83 28.06

AREA 2: Within the geographical jurisdiction of the Louisville District, Corps of Engineers........... $ 46.70 28.06

AREA 3: Within the geographical jurisdiction of the Huntington District, Corps of Engineers........... $ 46.70 28.06

AREA 4: Within the geographical jurisdiction of the St. Paul, Rock Island and Chicago Districts, Corps of Engineers...........$ 36.93 26.97

Operators on Backhoes over 130,000 lbs., Operators on Cranes over 165 Tons, and Operators that are required to have a license or certification to do the work assigned them shall receive 5% more than the highest rate of pay per hour listed on this agreement

...............$ 41.76 26.97

Dredging: (Oiler/Deckhand)

AREA 1: Within the geographical jurisdiction of the St. Louis District, Corps of Engineers...........$ 32.18 28.06

AREA 2: Within the geographical jurisdiction of the Louisville District, Corps of Engineers........... $ 30.47 28.06

AREA 3: Within the geographical jurisdiction of the Huntington District, Corps of Engineers........... $ 30.47 28.06

AREA 4: Within the geographical jurisdiction of the St. Paul, Rock Island and Chicago Districts, Corps of Engineers...........$ 31.16 26.97

FOOTNOTE: Licensed boat operators/pilot shall receive 10% above the current established Group 1 rate (AREA 4 ONLY)

----------------------------------------------------------------

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

============================================================================================================

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (i) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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

----------------------------------------------------------------

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

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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:
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:

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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.

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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: IL20200020 05/01/2020

Superseded General Decision Number: IL20190020

State: Illinois

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


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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)–(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
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:.......................$ 32.85 7.00+A+B 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; Straw 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 steees, 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 $1,352.00 per month.
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.

----------------------------------------------------------------

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:.......................$ 32.85 7.00+A+B 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; Straw 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 steees, 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 $1,352.00 per month.
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.

----------------------------------------------------------------

* LAB00032-004 05/01/2020

HIGHWAY CONSTRUCTION
<table>
<thead>
<tr>
<th>County</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WINNEBAGO COUNTY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Laborer............</td>
<td>$ 37.34</td>
<td>34.12</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>HIGHWAY CONSTRUCTION</strong></td>
<td></td>
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<tr>
<td><strong>MCLEAN COUNTY</strong></td>
<td></td>
<td></td>
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<tr>
<td>Landscape Laborer............</td>
<td>$ 31.08</td>
<td>24.43</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------</td>
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</tr>
<tr>
<td><strong>KANKAKEE COUNTY</strong></td>
<td></td>
<td></td>
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<tr>
<td>Landscape Laborer............</td>
<td>$ 38.49</td>
<td>31.12</td>
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<tr>
<td>------------------------------</td>
<td>-----------------</td>
<td>----------</td>
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<tr>
<td><strong>ROCK ISLAND AND HENRY COUNTIES</strong></td>
<td></td>
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<tr>
<td>Landscape Laborer............</td>
<td>$ 21.94</td>
<td>12.79</td>
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<tr>
<td>------------------------------</td>
<td>-----------------</td>
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<tr>
<td><strong>PEORIA, TAZEWELL, AND WOODFORD COUNTIES</strong></td>
<td></td>
<td></td>
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<tr>
<td>Landscape Laborer............</td>
<td>$ 32.73</td>
<td>23.74</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------</td>
<td>----------</td>
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<tr>
<td><strong>MCLEAN</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 1......................</td>
<td>$ 38.06</td>
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</tr>
<tr>
<td>Group 2......................</td>
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<td>19.62</td>
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<tr>
<td>Group 3......................</td>
<td>$ 38.87</td>
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<tr>
<td>Group 4......................</td>
<td>$ 39.23</td>
<td>19.62</td>
</tr>
<tr>
<td>Group 5......................</td>
<td>$ 40.27</td>
<td>19.62</td>
</tr>
</tbody>
</table>

**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.
## 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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRUCK DRIVER</strong></td>
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<tr>
<td>2-3 AXLES.................</td>
<td>$37.68</td>
</tr>
<tr>
<td>4 AXLES.....................</td>
<td>$37.83</td>
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<tr>
<td>5 AXLES.....................</td>
<td>$38.03</td>
</tr>
<tr>
<td>6 AXLES.....................</td>
<td>$38.23</td>
</tr>
</tbody>
</table>

**FOOTNOTES:**
- a. $733.20 per week.
- b. Lowboy rate based on number of axles
  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; Fork 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 tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

## Kankakee County

<table>
<thead>
<tr>
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<th>Fringes</th>
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<tbody>
<tr>
<td><strong>TRUCK DRIVER</strong></td>
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</tr>
<tr>
<td>2 or 3 axles.................</td>
<td>$39.20</td>
</tr>
<tr>
<td>4 axles.....................</td>
<td>$39.35</td>
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<td>5 axles.....................</td>
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<tr>
<td>6 axles.....................</td>
<td>$39.75</td>
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<tr>
<td>All Lowboy Trucks...........</td>
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</table>

**FOOTNOTES:**
- a. $829.20 per week.
  An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

**CLASSIFICATIONS:**

- **Group 1** - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch...
Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork 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 Turnpulls or Turntrailers 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 Turnpulls or Turntrailers 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 06/01/2019

LAKE AND MCHENRY COUNTIES

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
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<tr>
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<td>4 AXLES......</td>
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</tr>
<tr>
<td>6 AXLES......</td>
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</table>

FOOTNOTES:

a. 380.00 per week pension.

b. Lowboy rate based on number of axles

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


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; Fork 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 Turnpulls or Turntrailers 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 Turnpulls or Turntrailers 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.

---

W-49
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

* TEAM0325-004 06/01/2019

BOONE and WINNEBAGO COUNTIES

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<tr>
<td>TRUCK DRIVER</td>
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<tr>
<td>2 - 3 Axles</td>
<td>$37.82</td>
<td>22.65</td>
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<tr>
<td>4 Axles</td>
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<tr>
<td>5 Axles</td>
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<tr>
<td>6 Axles</td>
<td>$38.28</td>
<td>22.65</td>
</tr>
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</table>

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; Fork 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 vehicles, such as mounted crane trucks with hoist and accessories

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

* TEAM0330-004 06/01/2017

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-3 AXLES</td>
<td>$36.64</td>
<td>0.15+a</td>
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<tr>
<td>4 AXLES</td>
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<td>0.15+a</td>
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<tr>
<td>6 AXLES</td>
<td>$37.19</td>
<td>0.15+a</td>
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</table>

FOOTNOTE: a. $780.90 per week

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


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; Fork 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.

HENRY and ROCK ISLAND COUNTIES

<table>
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<tr>
<td>$39.34</td>
<td>19.85</td>
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<tr>
<td>$40.39</td>
<td>19.85</td>
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</tbody>
</table>

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.

PEORIA, TAZEWELL, and WOODFORD COUNTIES

<table>
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<th>Rates</th>
<th>Fringes</th>
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<tbody>
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<td>$38.06</td>
<td>19.62</td>
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<td>$38.61</td>
<td>19.62</td>
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<td>$38.87</td>
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<td>$39.23</td>
<td>19.62</td>
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<tr>
<td>$40.27</td>
<td>19.62</td>
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</table>

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 or more 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.

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* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

Rates Fringes

TRUCK DRIVER

2-3 AXLES..................$ 38.47 0.25+a
4 AXLES......................$ 38.62 0.25+a
5 AXLES......................$ 38.82 0.25+a
6 AXLES......................$ 39.02 0.25+a

FOOTNOTE: a. $861.10 per week.

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


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; Fork 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 and 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 tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

----------------------------------------------------------------

TEAM0722-005 05/01/2015

OGLE (North of Route 72/East of Route 251) COUNTY

Rates Fringes

TRUCK DRIVER

Group 1.......................$ 34.10 17.09
Group 2.......................$ 34.60 17.09
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.

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TEAM0731-001 06/01/2017
COOK COUNTY - HEAVY AND HIGHWAY

<table>
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<tr>
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<th>Fringes</th>
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<tr>
<td>TRUCK DRIVER</td>
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<tr>
<td>2 or 3 Axles</td>
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<td>4 Axles</td>
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<td>6 Axles</td>
<td>$36.25</td>
<td>22.10</td>
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</table>

FOOTNOTES:
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.

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TEAM0786-001 06/01/2017
COOK COUNTY - BUILDING AND RESIDENTIAL

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<td>5 Axles</td>
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<tr>
<td>6 Axles</td>
<td>$40.184</td>
<td>0.25+a</td>
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</table>

FOOTNOTES:
a. $719.00 per week.
An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.
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.

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SUIL1993-001 01/19/1993
BUILDING CONSTRUCTION (LANDSCAPE WORK):

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<tbody>
<tr>
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<td>$ 7.25</td>
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<tr>
<td>County</td>
<td>Laborer</td>
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<td>--------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>COOK COUNTY</td>
<td>LANDSCAPE LABORERS</td>
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<tr>
<td></td>
<td>LANDSCAPE PLANTSMAN</td>
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<tr>
<td>DE KALB COUNTY</td>
<td>LANDSCAPE LABORERS</td>
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<tr>
<td></td>
<td>LANDSCAPE OPERATORS</td>
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<td>LANDSCAPE PLANTSMAN</td>
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<tr>
<td>GRUNDY, LAKE &amp; WILL COUNTIES</td>
<td>LANDSCAPE DRIVER 2 &amp; 3 AXLES</td>
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**HIGHWAY CONSTRUCTION (LANDSCAPE WORK):**

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<tr>
<td>PEORIA, TAZEWELL, &amp; WOODFORD COUNTIES</td>
<td>TRUCK DRIVERS 2 &amp; 3 AXLES</td>
<td>$17.58</td>
</tr>
</tbody>
</table>

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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"
SECTION 02 41 00
DEMOLITION

PART 1—GENERAL

1.01 SUMMARY
A. Work Included: All demolition, removal, and salvage work as shown on the drawings or specified herein to include, but not necessarily limited to the following:
   1. Pavement.
   2. Curb and gutter.
B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS
A. CONTRACTOR shall submit permits and notices, if required, authorizing building demolition.

1.03 QUALITY ASSURANCE
A. CONTRACTOR shall perform demolition, removal, and salvage in conformity with applicable federal, state, and local safety practices and code requirements.
B. CONTRACTOR shall contact all public utilities and shall shut off, cut and cap all utility services in accordance with utility requirements, codes, rules and regulations.
C. Obtain and pay for all necessary permits, licenses and certificates required.

1.04 SEQUENCE
A. No demolition, removal, or salvage work shall commence until approval to proceed has been granted by OWNER. Such work shall be completed in accordance with the construction sequence included in Division 01 of these specifications and in accordance with the construction phases of this project and work to be done by other contractors.

PART 2—PRODUCTS

2.01 GENERAL
A. Compacted fill shall meet the requirements of Section 31 23 00—Excavation, Fill, Backfill and Grading.
B. Pipe fittings and materials shall meet the requirements of Section 33 00 00—Buried Piping and Appurtenances.
PART 3—EXECUTION

3.01 BREAKING DOWN AND REMOVING STRUCTURES

A. General:
1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.
2. When a portion of any existing structure is to be retained, CONTRACTOR shall take care during construction operations so as not to impair the value of the retained portion.
   a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
   b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.
3. When existing reinforcing is exposed at the surface of removal areas, CONTRACTOR shall burn back the reinforcing bars 2 inches and patch with nonshrink grout, unless noted otherwise.

B. Pavement, Curb, Gutter, Sidewalk, Driveways, Crosswalk, and Similar Structures:
1. Where portions of the existing structure are to be left in the surface of the finished work, CONTRACTOR shall remove the structure to an existing joint, or saw and chip the structure to a true line.
2. Sufficient removal shall be made to provide for proper grades and connections in the new work.

3.02 SALVAGE

A. If CONTRACTOR chooses to dispose of materials in a Clean Construction or Demolition Debris (CCDD) fill operation, CONTRACTOR shall provide all required testing, certifications and fees associated with using the CCDD fill operation.

3.03 BACKFILL

A. CONTRACTOR shall fill all abandoned structures and excavations resulting from removal of structures and utilities with compacted fill. See Section 31 23 00–Excavation, Fill, Backfill, and Grading for required degree of compaction.

B. Prior to filling, CONTRACTOR shall break one opening in the floor or wall near the base of each compartment to allow groundwater to freely migrate through the structure.

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included: Excavating, filling, backfilling, and grading for this work includes, but is not necessarily limited to:
   1. Excavating for footings, foundations, roads, and utilities.
   2. Placing and compacting all fill and backfill.
   3. Placement of vapor barrier and granular cushion below interior slabs on grade.
   4. Placement of crushed stone mat below tank slabs and manhole/vault slabs, basement floors, or other structures where required.
   5. Rough and finish grading prior to paving, seeding, etc.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Allowances:
   1. CONTRACTOR shall include in the Bid the cost of removing, hauling, and disposing of in a licensed landfill 20 tons of excavated solid waste fill material as defined in this section. The cost shall include excavation, any testing required by the landfill, transportation, additional safety considerations, and disposal fees. Payment for fill material excavation and disposal will be adjusted, add or deduct, based upon the actual amount of fill material excavation and disposal (more or less than 20 tons) and the unit price for excavation and disposal of solid waste fill materials. Copies of all weight tickets for landfilled material shall be provided to OWNER for documentation purposes to calculate actual quantities. Weight tickets shall be duly and accurately completed. Weight tickets with incomplete or illegible information shall not be acceptable.

   2. CONTRACTOR shall include in the Bid the cost of removing, hauling, and disposing of in a license landfill 10 tons of excavated solid waste fill material presented to a clean construction or demolition debris (CCDD) site and rejected by such site. The cost shall include excavation, any testing required by the landfill, transportation, additional safety considerations, and disposal fees. Payment for fill material excavation and disposal will be adjusted, add or deduct, based upon the actual amount of fill material excavation and disposal (more or less than 10 tons) and the unit price for excavation and disposal of solid waste fill materials. Copies of all weight tickets for landfilled material shall be provided to OWNER for documentation purposes to calculate actual quantities. Weight tickets shall be duly and accurately completed. Weight tickets with incomplete or illegible information shall not be acceptable.

   3. CONTRACTOR shall include in the Bid, the cost of excavating, transferring, and stockpiling 5 tons of potentially hazardous waste, including impacted surrounding material, as defined in this section. The cost shall include excavation; field testing; photoionization detector rental, calibration and operation; sample collection; and transportation; safety considerations; standby time as described; and placement of the material in the temporary storage area. Payment for excavation and stockpiling of potentially hazardous materials shall be adjusted, add or deduct, based on the actual volume of fill material excavation and stockpiling (more or less than 5 tons) and on the unit price for excavation and stockpiling of potentially hazardous materials. Measurement shall be stockpile volume.
4. CONTRACTOR shall include in the Bid the cost of replacing 15 cubic yards of unsuitable foundation material for structures and roads as defined in this section. The unit price shall include the cost of dewatering and slope stabilization and other incidental items associated with this Work. Payment to CONTRACTOR for unsuitable foundation material for structures and roads will be adjusted, add or deduct, based upon the actual unsuitable material excavated (more or less than 15 cubic yards) and the unit price for replacing unsuitable foundation material. Volume shall be as measured in the ground. Extra payment will not be made for specified undercutting and filling or gravel bedding material required for placing concrete above water level as required under the concrete specifications. The Bid shall include any removal and replacement of excavated material indicated on the Drawings or specified herein.

5. CONTRACTOR shall include in the Bid the cost of replacing 15 cubic yards of unsuitable foundation material for utility trenches as defined in this section. The unit price shall include the cost of dewatering and slope stabilization and other incidental items associated with this Work. Payment to CONTRACTOR for unsuitable foundation material for utility trenches will be adjusted, add or deduct, based upon the actual unsuitable material excavated (more or less than 15 cubic yards) and the unit price for replacing unsuitable foundation material. Volume shall be as measured in the ground. Extra payment will not be made for specified undercutting, filling, or bedding. The Bid shall include any removal and replacement of excavated material so indicated on the drawings or specified herein.

D. Payment: General excavation shall include all excavation specified, undercutting, fill, backfill and grading, including rock excavation but not including unsuitable foundation material, as hereinafter described.

1.02 REFERENCES


B. ASTM D698–Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).

C. ASTM D1557–Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

D. Standard Specifications: Unless otherwise indicated, Standard Specifications within this section shall refer to the State of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, including all issued supplemental specifications.

1.03 SUBMITTALS

A. CONTRACTOR shall submit samples of materials proposed for use as fill to soils testing laboratory for analysis of their suitability and for recommendations on moisture content during compaction, compaction methods, or other appropriate information.

B. CONTRACTOR shall submit sufficient samples of each different type or classification of soil to obtain representative values.
1.04 JOB CONDITIONS

A. The elevations shown for existing work and ground are reasonably correct, but are not guaranteed to be absolutely accurate. No extras will be allowed because of variations between drawings and actual grades.

B. Soil borings were made and the soils information is included in an appendix to these Specifications. The information contained is not guaranteed to be indicative of conditions to be encountered during construction. It is CONTRACTOR's responsibility to make its own investigations to determine physical conditions at the site, which may affect the work.

PART 2–PRODUCTS

2.01 COMPACTED FILL

A. All fill and backfill material designated to be compacted fill shall be granular with no stones larger than 4 inches and shall be reasonably well-graded throughout the particle size range. A minimum 65% of the material shall pass the 3/4-inch sieve, and the material shall be capable of being compaction tested in accordance with ASTM D698, as determined by the Project Soils Engineer. Of that portion of the material passing the No. 4 sieve, not more than 25% shall pass the No. 200 sieve, and material shall have less than 5% clay content. When placing fill during wet weather or in wet areas, this requirement shall be modified to not more than 5% passing the No. 200 sieve. Adequately dewatered areas are not defined as wet areas.

B. Native material may be used as compacted fill if it meets the above specification. CONTRACTOR shall determine whether native material meets the above specification. CONTRACTOR shall provide all needed fill material whether from on-site or off-site at no additional cost to OWNER.

2.02 CRUSHED STONE MAT

A. Crushed stone mat below tank slabs, manholes, vault slabs and basement floors shall be 3/4-inch clear crushed stone and shall meet all requirements of IDOT Article 351, gradation CA7/11.

2.03 GRANULAR CUSHION

A. Granular cushion beneath floor slabs-on-grade shall meet requirements of IDOT Article 351, gradation CA6.

2.04 EMBANKMENT FILL

A. Embankment fill shall contain no stumps, brush, rubbish, or other perishable material. The top 12 inches of the earth embankment shall be earthy material free from large stones.

2.05 CONCRETE FILL

A. Concrete fill shall be Class X concrete as defined in Section 03 30 00 Cast–In–Place Concrete or flowable fill as defined in this section.
2.06 CLAY FILL

A. Clay fill shall contain at least 25% clay minerals (material finer than 0.002 mm).

2.07 FLOWABLE FILL

A. Flowable fill shall be a self-compacting, self-leveling, material consisting of a mixture of fine aggregate and filler (as needed), water, and cementitious materials (Portland cement, fly ash, granulated blast furnace slag) that is in a flowable state at the time of placement meeting the requirements of the National Ready Mixed Concrete Association Guide Specification for Controlled Low Strength Materials (CLSM). The flowable fill shall be proportioned by the ready mixed concrete supplier on the basis of field experience and/or laboratory trial mixtures to produce a cohesive and nonsegregating mixture which has the following properties:
   1. Minimum compressive strength: 50 psi.

B. CONTRACTOR shall submit the following information well in advance of fill placement to avoid any delay in construction:
   1. Gradation of fine aggregate.
   2. Design mix.
   3. Previous test results with 7- and 28-day compressive strengths.
   4. Certified mill test results for cement identifying brand, type, and chemistry of cement to be used.
   5. Brand, type, principle ingredient, and amount of each admixture if used.

PART 3–EXECUTION

3.01 GENERAL

A. Prior to all excavating, CONTRACTOR shall become thoroughly familiar with the site and site conditions.

3.02 PROTECTION

A. CONTRACTOR shall provide all necessary sheeting, shoring, or other soil retention systems including all labor, material, equipment, and tools required, or as necessary to maintain the excavation in a condition to provide safe working conditions, to permit the safe and efficient installation of all items of Contract work, and to protect adjacent property. CONTRACTOR shall be held liable for any damage which may result to property from excavation or construction operations. Sheet, shoring, and other soil retainage systems shall be withdrawn or removed in a manner so as to prevent subsequent settlement of structures, utilities, and other improvements.

B. Design of sheet piling and other soil retaining systems shall be the sole responsibility of CONTRACTOR. Where such systems are shown on the drawings, no parameters such as embedment depth, section profile, presence or lack of whalers, etc., nor system type or suitability shall be inferred. CONTRACTOR is responsible for designing and providing a fully functional system compatible with construction and site requirements.
C. Nothing in this specification shall be deemed to allow the use of protective systems less effective than those required by the Occupational Safety and Health Administration (OSHA) and other applicable code requirements.

3.03 FINISH ELEVATIONS AND LINES

A. CONTRACTOR is responsible for setting and establishing finish elevations and lines.

3.04 EXCAVATION

A. After the site has been cleared and stripped, the site shall be cut and filled to the indicated subgrade as shown or specified.

B. All excavated material that does not meet the specification for compacted fill or embankment fill or meets the specification but is not required for backfill or fill shall be classified as excess material and shall be removed from the site and disposed of at CONTRACTOR’s expense. CONTRACTOR’s expense shall include testing, certification, and documentation of uncontaminated soil CONTRACTOR intends to dispose of at a clean construction or demolition debris (CCDD) fill operation.

C. All material other than suitable bearing soil or bedrock, as determined by the Project Soils Engineer, shall be removed from under concrete to be poured on ground.

D. Excavation for all footings, foundation walls, pits, etc., shall be large enough to provide adequate clearance for the proper execution for the work within them.

E. Excavations scheduled to extend below groundwater shall not be started until the area has been dewatered. See Section 31 23 19–Dewatering.

F. CONTRACTOR shall backfill and compact all overexcavated areas.

3.05 PREPARATION OF SUBGRADE

A. After the site has been cleared, stripped, and excavated to subgrade, thoroughly compact subgrade to the requirements specified for compacted fill below. Scarify and moisture condition the subgrade as recommended by the Project Soils Engineer.

B. Remove all ruts, hummocks, and other uneven surfaces by surface grading prior to placement of fill.

C. All slab-on-grade and road subgrades shall be proofrolled with a heavy rubber-tired construction vehicle (such as a fully loaded tandem-axle dump truck) in the presence of the Project Soils Engineer.

3.06 COMPACTED FILL AND BACKFILL

A. All fill and backfill, except as otherwise specified, shall be compacted fill placed to within 4 inches of the bottom of the topsoil or to the bottom of the structure or other improvement.

B. Unless otherwise noted, structures with a top slab shall not be backfilled until the slab is in place and has reached its specified 28-day strength.
C. In fill areas above existing grade around structures, compacted fill shall be placed within a minimum of 10 feet from the structure.

D. No fill shall be placed under water or over unsuitable subgrade conditions.

E. All fill and backfill, except embankment fill and clay fill, shall be compacted as follows:
   1. Class 1 Compaction: This class of compaction shall apply to all fill areas under buildings, structures, piping, bituminous roadway and parking areas, curb and gutter, and backfill within 10 feet of structure walls. All compacted material shall be placed in uniform layers not exceeding 8 inches in loose thickness prior to compaction. Each layer shall be uniformly compacted to a dry density at least 95% of the maximum dry density as determined by a laboratory compaction test at the optimum moisture content (ASTM Test Designation D698). Compaction shall be obtained by compaction equipment appropriate for the conditions.
   2. Class 2 Compaction: This class of compaction shall be used in excavated areas beyond 10 feet of structures without any piping or adjacent foundations. Material for backfill shall be granular material as specified above. The material shall be deposited, spread, and leveled in layers generally not exceeding 12 inches in thickness before compaction. Each layer of the fill shall be compacted to at least 90% of the maximum dry density (testing same as Class 1). Compaction shall be obtained by compaction equipment appropriate for the conditions.

F. No frozen material shall be placed nor shall any material be placed on frozen ground.

G. Four inches of clay fill shall be placed and compacted to at least a firm consistency in areas to be seeded or sodded prior to placement of topsoil.

3.07 EMBANKMENT FILL

A. Embankment fill may be placed in fill areas to be seeded or sodded if no piping exists in the fill and the areas are at least 10 feet from any structure.

B. Embankment fill shall be deposited, spread, and leveled in layers generally not exceeding 12 inches in thickness before compaction. Each layer shall be compacted to the degree that no further appreciable consolidation is evidenced under the action of the compaction equipment. The required compaction shall be obtained for each layer before any material for a succeeding layer is placed thereon. Compaction shall be obtained using the hauling and leveling equipment, and in addition, tamping rollers, pneumatic-tired rollers, vibratory rollers, or other types of equipment required to produce the desired results.

3.08 CONCRETE FILL

A. In areas where there is inadequate room for compaction equipment and in other areas as shown or specified, flowable fill shall be used as fill material.

3.09 GRADING

A. CONTRACTOR shall perform all rough and finish grading required to attain the elevations shown on the drawings.
B. Grading Tolerances:
   1. Rough Grade: Buildings, parking areas, and sidewalks—±0.1 feet.
   2. Finish Grade: Granular cushion or crushed stone mat under concrete slabs—±0.03 feet.
   3. Lawn areas away from buildings, parking areas, and sidewalks—±0.25 feet.

3.10 PLACING CRUSHED STONE AND GEOTEXTILE FABRIC

A. The same day that the subgrade is exposed, place geotextile fabric on subgrade, and place 12 inches of crushed stone mat below tank slabs, manholes, vault slabs, and basement floors. Compact in place.

B. Geotechnical fabric shall extend up the side edge of the stone mat and extend across the top of the stone to a minimum of 12 inches past the edge of base slab.

3.11 COMPACTION TESTING

A. Compaction tests shall be done by the Project Soils Engineer. Location and frequency of the tests shall be as recommended by the Project Soils Engineer and paid for by OWNER.

3.12 EXCAVATED SOLID WASTE FILL MATERIALS TO BE LANDFILLED

A. If any solid waste fill materials are encountered, they shall be excavated and removed to a licensed sanitary landfill. Solid waste fill material is defined as any construction or demolition debris, household refuse, glass, metal, plastic, or similar material not native to the site, but having been placed on-site during past filling operations and mixed with soil. Allowance as specified shall apply.

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Removal of groundwater to allow belowgrade construction.
   2. Site grading to prevent surface water from entering the excavation.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Payment:
   1. The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming all dams or diversions, digging of sumps or pump wells, bailing, and installation and pumping of wells shall be borne by CONTRACTOR.
   2. The cost for removal of groundwater and surface water shall be included in the prices bid for the work. No separate payment will be made for dewatering whether accomplished by use of sumps and pumps, well point systems, deep wells, or any other method.

1.02 REFERENCES

A. See Division 01, Regulatory Requirements for permit requirements and water, erosion, and sediment control.

1.03 SYSTEM REQUIREMENTS

A. CONTRACTOR shall, at its own expense, keep the excavation clear of water while structures, mains, and appurtenances are being built, utilities are being installed, and fill and backfill are being compacted. Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set.

B. Dewatering shall be sufficient to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall be provided as necessary to create a stable subgrade.

C. In areas where rock is encountered, the water level shall be kept at or below top of rock, but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.

D. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of “quick” conditions or “boils” shall be prevented.

E. Dewatering systems shall be designed and operated so as to prevent the migration or removal of soils.
1.04 QUALITY ASSURANCE

A. All dewatering shall be done in accordance with applicable federal, state, and local code requirements.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DEWATERING

A. Dewatering shall be started, and the water level shall be lowered as specified herein prior to beginning excavation and shall be continued until structure, main, or appurtenance has been completed and fill has been placed and compacted to final grade.

3.02 PROTECTION

A. CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced to the satisfaction of their owner.

B. In areas where continuous operation of dewatering pumps is required, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible by using electric-driven pumps, or intake and exhaust silencers or housing to minimize noise from engine-driven generators or engine-driven pumps.

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included: Erosion control devices.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 PAYMENT

A. All costs associated with slope protection and erosion control shall be included in CONTRACTOR’s Bid. This work shall include, but is not limited to, erecting fence, excavation, placing posts, backfilling, attaching woven wire and geotextile fabric; placing ditch checks; installing sediment traps; removing the fence at completion of project; cleaning and repairing; removing or spreading accumulated sediment to form a surface suitable for seeding; replacing silt fence and damages caused by overloading of sediment material or ponding of water adjacent to silt fence; and furnishing labor, tools, equipment, and incidentals necessary to complete the work in accordance with the Contract.

1.03 REFERENCES


1.04 REGULATORY REQUIREMENTS

A. Land disturbance less than 1 acre. Where land disturbance activities do not exceed 1 acre, CONTRACTOR shall maintain site conditions where erosion and pollution are controlled.

1.05 QUALITY CONTROL

A. Construct and maintain erosion sediment control measures in accordance with the Illinois Urban Manual.

B. Check facilities weekly and after any rainfall event, and make needed repairs within 24 hours.

PART 2—PRODUCTS

2.01 EROSION MATS

A. Uniform web of interlocking wood excelsior fibers, with a net backing on one side. The wood from which the blanket is produced shall have been properly cured to achieve adequately curled and barbed fibers. The blanket shall be of uniform thickness with the wood fibers evenly distributed over the entire area of the blanket. The blanket shall be furnished in rolled
strips. The width of the strips shall be 48 inches, ±1 inch. Weight of blanket measured under average atmospheric conditions shall be 78 pounds per 80 square yards, ±10%. Net backing shall have mesh size not exceeding 1 1/2 by 3 inches and may be woven from twisted paper, cotton cord, a biodegradable plastic, or other alternate method. The blanket shall be nontoxic to vegetation.

2.02 SILT FENCE

A. Use geotextile fabric consisting of either woven or nonwoven polyester, polypropylene, stabilized nylon, polyethylene, or polyvinylidene chloride with the following requirements. Fabric shall have the minimum strength values in the weakest principal direction. Nonwoven fabric may be needle punched, heat bonded, resin bonded, or combination thereof.

VALUE MINIMUM REQUIREMENTS (1)

<table>
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<tr>
<th>Test</th>
<th>Method</th>
<th>Silty Soils (4)</th>
<th>Sandy Soils (5)</th>
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(1) All numerical values represent minimum average roll values (i.e., the average of test results on any roll in a lot should meet or exceed the minimum values in the table).
(2) ASTM D-5034 Grab Test and ASTM D-5035 Breakout Force and Elongation Strip Method, Method 16, using a 4-inch by 8-inch sample, 3-inch gauge length clamped in 1-inch by 2-inch long grip, tested at a strain rate of 12 inches/min.
(3) Water Flow Rate in gal/min/ft shall be determined by multiplying Permittivity in sec. as determined by ASTM D4491 by a conversion factor of 74.
(4) Silty Soil: More than 15% by weight passing No. 200 sieve.
(5) Sandy Soil: Less than 15% by weight passing No. 200 sieve.

B. Furnish geotextile fabric in a wrapping which will protect the fabric from ultraviolet radiation and from abrasion because of shipping and handling. Keep geotextile dry until installed.

2.03 GEOTEXTILE FABRIC

A. See Section 31 32 19–Geotextiles.
PART 3–EXECUTION

3.01 GENERAL

A. Install devices before construction activities begin.

B. Proceed carefully with construction adjacent to stream channels to avoid washing, sloughing, or deposition of materials into the stream. If possible, the work area should be diked off and the volume and velocity of water that crosses disturbed areas be reduced by means of planned engineering works (diversion, detention basins, berms).

C. Unless noted on drawings, do not remove trees and surface vegetation.

D. Expose the smallest practical area of soil at any given time through construction scheduling. Make the duration of such exposure before application of temporary erosion control measures or final revegetation as short as practicable.

3.02 EROSION MAT INSTALLATION

A. Place erosion mat immediately after seeding or sodding operations have been completed. Before mat placement, remove all material or clods over 1 1/2 inches in diameter and all organic material or other foreign material which interfere with the mat bearing completely on the soil or sod.

B. Any small stones or clods which prevent contact of the mats with the soil shall be pressed in the soil with a small lawn-type roller or by other effective means. The mat shall have its lateral edge so impressed in the soil as to permit runoff water to flow over it.

C. The matting strips shall be rolled on or laid in direction of flow. Spread mat evenly, smoothly, in a natural position without stretching and with all parts bearing on soil, and place blanket with netting on top. Overlap adjacent strips at least 4 inches. Overlap strip ends at least 10 inches. Make overlaps with the upgrade section on top.

D. Bury upgrade end of each strip of fabric or blanket at least 6 inches in a vertical slot cut in the soil and press soil firmly against the embedded fabric or blanket.

E. Anchor mats in place with vertically driven staples, driven until their tops are flush with the soil. Space staples at 3-foot centers along mat edges and stagger space at 3-foot centers through the center. Place staples at 10-inch centers at end or junction slots.

F. Reseed areas damaged or destroyed during erosion mat placing operations as specified for original seeding.

G. Dispose of surplus excavated materials and all stones, clods, or other foreign material removed in the preparation of the seeded soil or sodded surface before placing mat.

H. Following mat placement, uniformly apply water to the area to moisten seedbed to 2-inch depth and in a manner to avoid erosion.

I. Maintain erosion mat and make satisfactory repairs of damage from erosion, traffic, fires or other causes until work acceptance.
3.03 GEOTEXTILE FABRIC

A. Before placing fabric, grade area smooth and remove stones, organic matter, or other foreign material which would interfere with fabric being completely in contact with soil.

B. Place fabric loosely and lay parallel to direction of water movement. Pinning or stapling is acceptable to hold geotextile in place. Overlap or sew together separate pieces of fabric. Overlap joints a minimum 24 inches in the flow direction. After placement, do not expose fabric more than 48 hours before covering.

C. Cover damaged areas with a patch of fabric using a 3-foot overlap in all directions.

3.04 SILT FENCE INSTALLATION

A. Erect silt fence before starting construction operations which might cause sedimentation or siltation at site of proposed silt fence.

B. Construct silt fence in an arc or horseshoe shape with ends pointing up slope. Construct silt fence to the dimensions and details shown on drawings. Remove silt fences after slopes and ditches have been stabilized and turf developed to the extent that future erosion is unlikely. Dispose of materials remaining after removal.

C. Inspect all silt fences immediately after each rainfall and at least daily. Correct deficiencies immediately. Where construction activity changes the earth contour and drainage runoff, make a daily review so that silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences.

D. Remove and dispose of sediment deposits. Sediment deposits remaining in place after the silt fence is no longer required shall be dressed to conform with the existing grade and the area topsoiled, fertilized, and seeded as required.

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included: Geotextiles for areas below structures, below base course.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2—PRODUCTS

2.01 MATERIALS

A. Geotextile for areas below structures and as specified elsewhere, shall be Mirafi 140N, or equal.

B. Geotextile below base course shall be Mirafi 600X, or equal.

PART 3—EXECUTION

3.01 INSTALLATION

A. Geotextile shall be installed in accordance with manufacturer’s recommendations.

B. Geotextile shall be lapped a minimum of 24 inches.

C. CONTRACTOR shall protect the construction fabric from exposure to the sun until installation. Construction fabric shall be covered with stone or soil immediately upon placement.

END OF SECTION
SECTION 32 11 23
AGGREGATE BASE COURSE

PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Aggregate base course for roads and parking areas.
   2. Gravel roads.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Repair or replacement of aggregate base course shall be considered incidental and included in the price bid.

D. CONTRACTOR is cautioned that existing private and public roads and shoulders may not hold up to typical construction traffic or activities. CONTRACTOR shall repair all roads, shoulders, and gravel areas damaged in accordance with this section. All paved areas shall also be repaired in accordance with Section 32 11 26—Hot Mix Asphalt Paving.

1.02 REFERENCES


1.03 DEFINITIONS

A. Street or road shall include streets, roads, driveways, and parking lots.

1.04 SUBMITTALS

A. Submit sieve analysis for proposed materials in accordance with Section 01 33 00—Submittals.

1.05 DRAINAGE DURING CONSTRUCTION

A. CONTRACTOR shall comply with the provisions of Article 280 of the Standard Specifications.

PART 2—PRODUCTS

2.01 AGGREGATES

A. Aggregate for base course shall meet the requirements of Article 351 of the Standard Specifications.
B. Base course shall be uniformly graded and shall conform to the requirements of No. CA6.

C. Material for top layer of shoulders shall meet the requirements of No. CA4.

PART 3—EXECUTION

3.01 PREPARATION

A. The subgrade shall be graded and rolled to provide uniform density and shall comply with the profile and cross sections contained in the drawings. All street subgrade in cut areas and all areas to receive fill shall be proof-rolled in the presence of OWNER or ENGINEER with a heavily loaded triaxle dump truck or similar equipment prior to the placement of any fill materials or base course. The subgrade shall be prepared in accordance with Article 301 of the Standard Specifications.

3.02 CONSTRUCTION

A. Base course grade shall be set to allow placement of thickness of asphaltic pavement shown or specified.

B. Depth of base course shall be provided according to the standard cross sections or details provided on the drawings.

C. Depth of base course shall be the existing depth or 10 inches, whichever is greater.

D. Each layer of base course shall be wetted and rolled to provide maximum compaction in accordance with Article 351.05 of the Standard Specifications.

E. The finished base course shall be fine graded in preparation for paving.

F. After final grading, CONTRACTOR shall maintain the base course until asphaltic paving work has been completed.

G. All gravel surfaces damaged during construction shall be replaced. The depth of aggregate shall match existing or 8 inches, whichever is greater.

END OF SECTION
PART 1–GENERAL

1.01 SUMMARY

A. Work includes Hot Mix Asphalt (HMA) paving, prime coat, and casting adjustments.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. CONTRACTOR is cautioned that existing private and public roads and shoulders may not hold up to typical construction traffic or activities. CONTRACTOR shall replace all roads, shoulders, and paved areas damaged during the project in accordance with this section. Gravel shoulders, gravel roads, and parking areas shall be repaired in accordance with Section 32 11 23–Aggregate Base Course.

D. Payment: Payment for HMA paving shall be considered incidental to the project and included in the Lump Sum Bid.

1.02 REFERENCES


1.03 DEFINITIONS

A. Street or road shall include streets, roads, driveways, and parking lots.

1.04 SUBMITTALS

A. Prior to the commencement of paving, mix designs and aggregate sieve analysis shall be submitted to ENGINEER for approval in accordance with Section 01 33 00–Submittals.

PART 2–PRODUCTS

2.01 HMA PAVEMENT

A. HMA surface course shall be Mix “D,” N50, with a mix type of IL 9.5 mm and percent air voids of 4% at 50 gyrations. HMA binder course shall be IL 19.0 mm, N50, with percent air voids of 4% at 50 gyrations. HMA binder shall have a PG binder grade of PG 64-28. HMA surface course shall have a PG binder grade of SBS-PG-76-28.

B. Aggregate shall conform to the requirements of Article 406.02 of the Standard Specifications.
C. Where existing pavement is replaced, minimum pavement thickness shall be 4 inches or existing thickness, whichever is greater. Lower layer shall be 2.5 inches minimum. Upper layer shall be 1.5 inches minimum.

D. Materials for prime coat shall conform to the requirements of Article 406.02.

E. Pavement markings shall conform to Section 780 for white markings, except without the reflective additive.

PART 3–EXECUTION

3.01 ALLOWABLE REMOVAL OF PAVEMENT

A. CONTRACTOR shall remove asphalt pavement and road surface as a part of the general excavation. The width of pavement removed shall be the minimum possible and acceptable for convenient and safe installation of structures, utilities, and appurtenances.

B. All asphalt pavement shall be cut on neat, straight lines and shall not be damaged beyond the limits of the excavation. Should the cut edge be damaged, a new cut shall be made in neat, straight lines parallel to the original cut encompassing all damaged areas. Pavement removal shall be extended to a seam or joint if seam or joint is within 3 feet of damaged pavement.

3.02 CASTING ADJUSTMENTS

A. All new and existing manhole castings and valve boxes within the paving limits of the street, which require adjustment, shall be adjusted to match the finished asphaltic surface. Adjustments shall not be made greater than 48 hours prior to the anticipated time of paving. Adjustments shall be performed as called for in Section 33 00 00–Buried Piping and Appurtenances (for water projects). CONTRACTOR shall furnish Class 1 barricades with flashers on all adjusted castings until paving has been completed. Tops of castings and valve boxes shall be oiled or protected by other methods to prevent sealing of lids and filling of lift holes during paving. Upon completion of paving operations, CONTRACTOR shall check all castings and valve boxes to see that the lids are clean and operational. Manhole casting adjustment shall be included in the cost of other items of work, and no further compensation will be made. Valve box adjustment shall be considered an incidental item of work.

3.03 BITUMINOUS MATERIALS (TACK COAT AND PRIME COAT)

A. All work shall be in accordance with the Standard Specifications, Article 406.05.

B. If hot mix asphalt surface course is applied to an existing street or is not applied the same day as binder course, the existing street or binder surface shall be tack coated prior to surface paving. Prior to placement of tack coat, the streets shall be thoroughly cleaned and broomed according to Section 358 of the Standard Specifications. Tack coat shall be applied at a rate of 0.05 pounds per square foot.

C. In situations where traffic must be maintained, tack coat shall not be placed on the traveled half of the street until traffic can be switched to the new pavement.
D. Aggregate bases shall have a layer of prime coat applied prior to paving the binder course. The prime coat shall be applied at the rate of 0.25 pounds per square foot.

3.04 JOINTS

A. Joints between old and new pavements or between successive day’s work shall be constructed and treated to provide a thorough and continuous bond between the old and new mixtures. Transverse construction joints shall be constructed by cutting the material back for its full depth to expose the full depth of the course. Where a header is used, the cutting may be omitted provided the joint conforms to the specified thickness. These joints shall be treated with prime coat material applied with a hose and spray nozzle attachment to fully coat the joint surface.

B. The longitudinal joint shall be made by overlapping the screed on the previously laid material for a width of not more than 2 inches and depositing a sufficient amount of asphaltic mixture so that the finished joint will be smooth and tight. Longitudinal joints in the surface course shall at no time be placed immediately over similar joints in the binder course beneath. A minimum distance of 12 inches shall be permitted between the location of the joints in the binder course and the location of similar joints in the surface course above.

C. All costs for furnishing and applying prime coat to butt joints as specified above shall be considered incidental.

3.05 FINISHING ROADWAY

A. The finished base course shall be fine-graded in preparation for HMA paving. Base course ramps at all existing pavement shall be removed to provide a full depth butt joint. Base course around manhole castings and valve boxes shall be hand-trimmed and compacted with a vibratory plate compactor.

B. This item shall include all of the following preparatory and finishing items and any other incidental items of work required for construction. Asphaltic ramps around manholes on existing binder course to receive surface course shall be removed. Asphaltic ramps shall be installed on all manholes and at all butt joints in areas to receive binder course only.

C. Finishing roadway shall be considered incidental to HMA paving.

D. Paint all markings as shown on drawings with lines not less than 4 inches wide.

3.06 TESTING HOT MIX ASPHALT

A. ENGINEER may require samples of HMA pavement for testing. CONTRACTOR shall cut samples from the finished pavement where marked by ENGINEER and patch the sample area. Samples for sieve analysis and asphalt content will be taken by ENGINEER prior to placement.

3.07 HOT MIX ASPHALT PAVING

A. HMA paving work shall include the construction of plant-mixed hot mix asphalt pavement in the areas shown on the drawings. All work shall be performed in accordance with Section 406 of the Standard Specifications.
B. Prior to commencement of paving operations, CONTRACTOR shall examine the finished road bed. CONTRACTOR shall notify ENGINEER of any areas of suspected instability.

C. The pavement structure for new roads shall be determined from the standard cross sections provided on the drawings.

END OF SECTION
PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. Preparation of subsoil.
   2. Placing topsoil.
   3. Seeding, sodding, mulching and fertilizing.

B. Except for paved, riprapped, or built-up areas, all areas of the site which are disturbed and areas noted on the drawings shall be seeded or sodded. Surfaces on 3-to-1 slope or less shall be seeded, but surfaces on greater than 3-to-1 slope shall be sodded.

C. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. FS O-F-241–Fertilizers, Mixed, Commercial.


1.03 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

B. Sod: Minimum age of 18 months, with root development that will support its own weight without tearing when suspended vertically by holding the upper two corners. Submit sod certification for grass species and location of sod source.

1.04 DELIVERY, STORAGE, AND PROTECTION

A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

B. Deliver sod on pallets or in rolls. Protect exposed roots from dehydration. Do not deliver more sod than can be laid within 24 hours.

C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
PART 2–PRODUCTS

2.01 SEED MIXTURE

A. Seed Mix Class 1–Lawn Mixture per Standard Specifications. Use blue tag certified seed. Do NOT use bent or Poa Annua. Each seed lot will be subject to sampling and testing by the State seed laboratory.

B. Weed content shall not exceed 0.5% in mixture.

2.02 SOD

A. Follow Section 252 of the Standard Specifications.

B. Netting or fabric for sod reinforcement shall be in accordance with Section 253 of the Standard Specifications.

C. Anchorage staples shall be in accordance with Section 257 of the Standard Specifications.

2.03 SOIL MATERIALS

A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds, roots and rocks; pH value of minimum 5.4 and maximum 7.0.

B. Topsoil from the site may be used if it meets the above requirements. Additional topsoil shall be provided as required by drawings and specifications.

2.04 ACCESSORIES

A. Erosion control shall be one of the following: Straw or coconut-straw blankets with photodegradable netting. Hay or chopped cornstalks are not acceptable.

B. Fertilizer shall be FS O-F-241, Type I, Grade A; recommended for grass, with 50% of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: Nitrogen 10%, phosphoric acid 10%, soluble potash 10%. Submit composition deviations to suit site conditions for ENGINEER’s review.

C. Water shall be clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

PART 3–EXECUTION

3.01 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this section.
3.02 PREPARATION OF SUBSOIL

A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.

B. Remove foreign materials, weeds, and undesirable plants and their roots. Remove contaminated subsoil in accordance with local, state, and federal regulations.

C. Scarify subsoil to a depth of 3 inches where topsoil is to be placed. Repeat deep (> 12 inches) subsoiling or cultivation in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.03 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 6 inches over area to be seeded. Rake until smooth.

B. Place topsoil during dry weather and on dry unfrozen subgrade.

C. Remove vegetable matter and foreign nonorganic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

E. Manually spread topsoil around trees, plants, and buildings to prevent damage.

F. Leave stockpile area and site clean and raked, ready to receive landscaping.

G. Engineered topsoil placement of 24 inches by CONTRACTOR is required within bioretention basin areas except as noted otherwise.

3.04 FERTILIZING

A. Apply fertilizer at a rate of 17 pounds per 1,000 square feet.

B. Apply after smooth raking of topsoil and prior to installation of seed or sod, no more than 18 hours before seeding or 48 hours before sodding.

C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.

D. Mix thoroughly into upper 2 inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.05 SEEDING

A. Apply seed at a total rate of 3 1/2 pounds per 1,000 square feet. Apply evenly in two intersecting directions. Rake in lightly or roll the seeded area after seeding.

B. Do not seed areas in excess of that which can be mulched on same day.

C. Planting season shall be between April 15 and June 15, or between August 15 and October 15.
D. Do not sow immediately following rain, when ground is too dry or during windy periods.

E. Immediately following seeding, apply erosion control:
   1. Minimum Spread Rate: 1 1/2 tons per acre.
   2. Maximum Depth: 1 1/2 inches to 2 inches.

F. Apply water with a fine spray immediately after each area has been mulched and on a daily basis to keep straw in place.

G. Seeding shall be maintained by CONTRACTOR until grass is well established. Grass is well established when it covers the entire seeded areas to a height of 2 inches.

H. Place all other erosion control mats per Section 31 25 00–Slope Protection and Erosion Control.

3.06 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod immediately after delivery to site to prevent deterioration.

C. Lay sod tight with no open joints visible and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

D. Lay smooth. Align with adjoining grass areas.

E. Place bottom elevation of sod 1 inch below top of adjoining edging, paving, or curbs.

F. On slopes 4-to-1 and steeper, sod will be secured with wooden pegs at a maximum of 24 inches on center.

G. On slopes 2-to-1 and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

H. All sod placed in ditches, flumes, or other appurtenances where a concentrated flow of water may be expected shall be staked regardless of the slope.

I. Water sodded areas immediately after installation. Saturate sod to 4-inch depth of soil.

3.07 MAINTENANCE

A. Seeding shall proceed concurrently with the main construction. Seeding shall be maintained by CONTRACTOR until grass is well established. Grass is well established when it covers the entire seeded areas to a height of 2 inches.

END OF SECTION
SECTION 33 00 00

BURIED PIPING AND APPURtenances

PART 1—GENERAL

1.01 SUMMARY

A. Work Included:
   1. All underground piping and valves of every description.
   2. Excavation, dewatering, and backfilling for all work under this section unless otherwise noted.
   3. Concrete reaction blocking, gaskets, and all miscellaneous equipment furnished under this section.
   4. Underground piping connections to all equipment, whether furnished under this section or not.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Allowance: CONTRACTOR shall include in the Bid the cost of removing and replacing existing sanitary or storm sewer with PVC water main-quality sewer as specified in this section. The unit price shall include the cost of excavation, dewatering, backfilling, couplings as necessary for connection to existing sewer or manhole, and other incidental items associated with this Work. Payment to CONTRACTOR for sewer replacement with water main-quality sewer will be adjusted, add or deduct, based upon the actual sewer replaced (more or less than the linear feet indicated for the size sewer indicated). Length shall be as measured in the ground. The Bid shall include any sewer replacement with water main-quality sewer as indicated on the Drawings or specified herein.

1.02 REFERENCES


F. AWWA C153—Ductile-Iron Compact Fittings.

G. AWWA C104—Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water.


J. ASTM F449–Standard Practice for Subsurface Installation of Corrugated Polyethylene Pipe for Agricultural Drainage or Water Table Control.


R. AWWA C900–Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4-Inch through 12-Inch for Water Transmission and Distribution.

S. AWWA C-905–Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14-Inch through 48-Inch for Water Transmission and Distribution.


DD. AWWA C600–Installation of Ductile Iron Water Mains and Their Appurtenances.

EE. AWWA C605–Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.


HH. AWWA C651–Disinfecting Water Mains.

PART 2–PRODUCTS

2.01 MATERIALS OF CONSTRUCTION

A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies and in contact with chemical feed systems shall be compatible with the chemicals being used. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials shall be National Sanitation Foundation (NSF) approved.

B. Size and Type:
   1. All materials shall conform to the size and type shown on the drawings or called for in the specifications.
   2. In joining two dissimilar types of pipe, standard fittings shall be used when available. In the event standard fittings are not available, the method of joining shall be standard selected by CONTRACTOR and submitted for review by ENGINEER.

C. Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be selected by CONTRACTOR and submitted for review by ENGINEER.

2.02 BURIED PIPING

A. Ductile Iron Piping and Fittings:
   1. Unless otherwise specified, all exterior piping shall conform to AWWA C151/ANSI A21.51 with wall thickness provided in accordance with AWWA C150 for the depth of cover shown on the drawings using a minimum rated working pressure of 350 psi and Laying Condition 4; minimum Special Class 52,
unless otherwise shown or specified. The words “ductile iron,” weight and class of pipe shall be plainly marked on each piece of exterior pipe.

2. Except where shown, exterior pipe joints shall be mechanical joint. All mechanical joints shall be bonded with cable bond conductors or electrobond conductivity strips.


4. Bolts on exterior joints shall be high-strength low-alloy steel (Corten), conforming to AWWA C111. Certificate to that effect shall be provided.

5. Except where shown otherwise, exterior fittings shall be mechanical joint. Exterior fittings and gaskets shall comply with AWWA C110, Ductile Iron Fittings, or C153, Ductile Iron Compact Fittings, and C111, as applicable, with a minimum rated working pressure of 150 psi.

6. Exterior and/or buried pipe and fittings shall be cement-lined in accordance with AWWA C104/ANSI A21.4 standard thickness. Provide exterior zinc coating in accordance with ISO 8179-1.

B. HDPE Water Service Piping:
   1. All 1-inch water service lines shall be constructed of HDPE.
   2. HDPE pipe shall conform to ANSI/AWWA C901.
   3. Pipe shall be NSF/ANSI 61 certified.
   4. Pipe shall be DR 9 IPS with a pressure rating of 250 psi.
   5. Service saddle required for services larger than 1-inch. Saddle shall be Mueller DR2A. Corporation stop shall be A.Y. McDonald 74701BQ.
   6. Curb stops shall be A.Y. McDonald 76104Q.
   7. Service boxes shall be Tyler 6500 with BBAF valve box stabilizer.
   8. Provide tracer wire as specified herein.

C. PVC Piping–Water Main Quality Sewers:
   1. PVC sanitary sewers shall be AWWA PVC pressure-rated pipe and shall conform to the requirements of AWWA C900 or C905. Pipe shall be furnished with integral elastomeric bell and spigot joints.
   2. PVC pipe diameter shall conform to the o.d. of ductile iron pipe. The type of PVC material, nominal pipe size, standard dimension ratio, and pressure rating shall be not less than pressure class 235 and not greater than dimension ratio 18.
   3. Markings on pipe shall include the following: Nominal pipe size, type of plastic pipe material, DR number, AWWA designation with which the pipe complies, manufacturer’s name, and the seal or mark of the laboratory making the evaluation of the suitability of the pipe for transport of potable water.

D. Tracer Wire:
   1. Install 10 gauge solid tracer wire with buried pipe where specified. Wire shall be continuous and terminate at valve boxes, manholes, or at test stations as specified below. Wire shall be taped to pipe at 5-foot intervals for all piping except piping carrying combustible material. For pipe carrying combustible material, the tracer wire shall be placed in the trench directly above the pipe, maintaining 6 inches separation between the tracer wire and the pipe. Any splices in copper wire shall be soldered and fitted with a Raco, or equal, insulated watertight boot.
   2. Tracer wire test stations shall be SnakePit magnetized tracer boxes by Copperhead Industries, or equal. Tracer box shall be corrosion-resistant brass wire lugs and wax pad to cover wire connection. Cover shall be color-coded according to APWA standards for fluid conveyed. Provide SnakePit Lite Duty Box in unpaved areas and
Roadway Box in paved areas. Provide Rhino Triview Marker Posts, or equal, at all test stations. Provide custom decals to identify fluid in piping. The tracer wire shall be accessible at a minimum of every 500 feet along the pipeline and at horizontal bends in piping. The tracer wire shall run into and up the sides of all manholes and be secured near the casting. Test stations shall be placed as required between manholes to comply with the minimum 500-foot tracer wire accessibility requirement.

3. CONTRACTOR shall perform continuity testing of all tracer wire in the presence of OWNER.

2.03 VALVE BOXES

A. Valve boxes shall be American-made and adjustable with “WATER” cast into lid.

B. Provide stainless steel extension stems for water mains deeper than 6 feet.

C. Acceptable valve box manufacturers include E.J. Series 8550 and Tyler 6850 Series.

D. Acceptable valve box stabilizer manufacturers include Alberico, American, Adaptor Inc., or equal.

2.04 VALVES

A. Gate Valves:
   1. Design in accordance with AWWA C509 (cast iron body), or AWWA C515 (ductile iron body), bronze fitted, resilient wedge and seat type with non-rising stem and O-ring packing with 2-inch square operating nut.
   2. Use A-304 stainless steel bolts with nuts and washers of series 300 stainless steel in accordance with ASTM A194.
   3. All internal and external surfaces shall have a fusion-bonded epoxy coating.
   4. Acceptable manufacturers include American Flow Control, Clow, and EJ.

B. Pressure Reducing Valve (PRV): Valve shall be a 4-inch Ross Valve D40WR-BP-CE and shall be installed as shown on the Drawings. The valve shall be designed for the following functions:
   1. Normal downstream pressure of 50 to 63 psi. Valve shall maintain downstream pressure of 63 psi.
   2. Valve shall modulate to sustain a normal upstream pressure of 75 psi.
   3. Valve shall contain a diaphragm-actuated “main” control valve and shall consist of all necessary mechanical accessories to adjust the “main” valve to achieve the previously described functions. The main valve shall be a hydraulically-operated, diaphragm-actuated, full internal port size, globe pattern valve manufactured in ductile iron per ASTM A536.
   4. Main valve shall contain a resilient synthetic rubber disc forming a tight seal against a single removeable seat insert. The diaphragm assembly containing a valve stem shall be fully guided at both ends by a bearing in the valve cover and an integral bearing in the valve seat. This diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure. The diaphragm shall consist of nylon fabric bonded with synthetic rubber, and shall not be used as a seating surface. All necessary repairs shall be possible without removing valve from the line.
5. Valve shall include optional feature for self-cleaning pilot system strainer.
6. Valve shall be a globe-pattern valve with standard trim, epoxy coating inside and out, flanged, 150 Class, with standard pressure adjust ratings.
7. Manufacturer valve shall confirm model number to written description above and shall submit a letter with shop drawings stating the valve will function as intended under the conditions shown on the Drawings specified herein.
8. All pilot and valve drains will not be allowed to vent to atmosphere.
9. Valve shall act as a check valve allowing flow only from upstream of valve to downstream of valve.

2.05 MANHOLES:

A. Water Main Valve Manholes:
   1. Manholes shall be solid, concentric, precast, reinforced concrete manholes conforming to ASTM C-478. Manhole diameters shall be as shown.
   2. Manhole frames shall be EJ 1050Z1 or Neenah R1710.
   3. Install Henry Company, RN103- RAM-NEK Preformed Flexible Gasket (Coils) or ConSeal Concrete Sealants, Inc., Type CS-102 at all joints. Gaskets shall conform to ASTM C443.
   4. Manhole steps shall be MA Industries PS 1, or equal.
   5. Manholes shall be sealed externally via MacWrap, or equal.
   6. “WATER” and “CITY OF JOLIET” shall be cast into the lid.

B. Water Main Pressure Connection Manhole:
   1. Provide eccentric, 4-foot-diameter vault conforming to ASTM C-478.
   2. Provide precast concrete structure with E.J. 1050Z1 frame.
   3. “WATER” and “CITY OF JOLIET” shall be cast into the lid.
   4. Install Henry Company, RN103-RAM-NEK Performed Flexible Gasket (Coils) or ConSeal Concrete Sealants, Inc. Type CS-102 at all joints. Gaskets shall conform to ASTM C443.
   5. Center eccentric cone manhole cover over operating nut for easy access.

2.06 TAPPING SLEEVE

A. Use two-piece, bolted sleeve, ductile iron type with mechanical joints. Only under special circumstances will the stainless-steel type be allowed to be substituted for the cast iron sleeve. Provide joint accessories.

B. Acceptable manufacturers include Clow F5205, or equal.

2.07 METERS

A. Flow meter in VMH-3 shall be 6-inch battery-operated, fire-rated, Sensus Omni F2 propeller meter.
   1. Include optional strainer drain ports to prevent clogging and facilitate cleaning.
   2. Meter shall be compatible with OWNER-provided, non-pit set, Sensus SmartPoint Model 510M MXU mounted on a standard Sensus touchpad. MXU shall be single-port and utilize TouchCoupler.
   3. Wiring leaving flow meter shall run to the SmartPoint mounting location without splicing. Core through VMH3 wall to route wire in conduit, sized as shown on the
Drawings, to the SmartPoint mounting location (MXU mounting stand) as shown on the Drawings.

4. Program meter for 8-digit, 1.0 CF AMR.

2.08 FIRE HYDRANT

A. Fire Hydrant:
   1. Fire hydrant shall be EJ5BR250, Clow Medallion, or Mueller Centurion A423 with 5 1/4-inch barrel, compression shutoff, two 2 1/2-inch and one 4 1/2-inch nozzles with National Standard threads and operating nut and above-ground break flange.
   2. Hydrant to be built for 5-foot bury and be painted red.
   3. About 1/2 cubic yards of 3/4-inch size or larger washed stone shall be placed from the bottom of the trench up the hydrant barrel. Brace with solid concrete block not concrete.
   4. Provide restrained joint system from auxiliary valve in road box back to tee.
   5. Connect hydrant to auxiliary valve with 30-inch length of pipe. Auxiliary valve shall be gate valve in box.

2.09 FLANGED COUPLING ADAPTERS

A. Where a flanged connection is required between a valve, meter, or fitting, provide a flanged adapter, EBBA Iron, 2100 MEGAFLANGE, or equal.

PART 3–EXECUTION

3.01 INSTALLATION

A. Installation Standards:
   1. Except where noted or specified, all underground water main piping shall be laid in accordance with AWWA C600 or AWWA C605 with all sewer clearances and separations from water main in accordance with City of Joliet requirements.
   2. Plumbing system shall be installed in accordance with applicable portions of the Plumbing Code. Where requirements conflict, the stricter standard shall apply.
   3. When PVC piping is installed during hot weather, it shall be laid in the trench with slack or permitted to cool to ground temperature before it is cut to length for making final connections. PVC expansion joints shall be provided as required.
   4. All fittings shall be swabbed out with a chlorine solution of at least 50 mg/L when connecting to existing water main. OWNER’s representative must test this solution.
   5. OWNER shall be responsible for completing all taps to existing water mains. CONTRACTOR shall be responsible for contacting the Water Department at (815) 724-4220 to schedule an appointment. Appointments are available Tuesdays and Thursdays.
   6. Water System Inspection Requirements:
      a. A mandatory inspection of water main improvements throughout the City of Joliet will be performed to ensure the project is being constructed in accordance with the approved final engineering drawings and to determine whether minimum construction and material standards are being achieved.
      b. CONTRACTOR shall contact the City of Joliet Public Utilities Department a minimum of 48 hours in advance of a schedule inspection.
c. Acceptance Inspection: Prior to OWNER's acceptance of a public water main, OWNER's Public Utilities Department must inspect and approve the improvement. A list of items to be completed or corrected will be generated, and CONTRACTOR will coordinate resolution efforts and schedule a reinspection. Following approval, the acceptance process may proceed. Acceptance proceedings shall be coordinated through the Joliet Public Utilities Department.

d. Prior to the release of a maintenance guarantee, OWNER’s Public Utilities Department must inspect and approve the condition of the water main. This inspection is performed a minimum of one year from the date of OWNER’s acceptance of the improvements. This will be at CONTRACTOR’s request or following notification from the financial lending institution that the expiration date for the maintenance letter of credit is approaching. A list of items to be completed or corrected will be generated, and CONTRACTOR shall coordinate resolution efforts and schedule a reinspection. Following approval, the maintenance guarantee will be released. Release of the maintenance guarantee shall be coordinated with OWNER’s Public Works and Utilities Departments.

7. Only OWNER’s personnel may operate public water main facilities. CONTRACTOR is not permitted to open, close, or adjust any public water valve for any reason. If an emergency situation arises, CONTRACTOR shall contact OWNER’s Public Works and Utilities Departments immediately.

8. When connecting to an existing sanitary sewer main, contact OWNER’s Department of Public Utilities to confirm if the existing main has been rehabilitated with a CIPP liner.

9. For connecting to an existing sewer that has not been rehabilitated with a CIPP liner, use pipe cutter to neatly and accurately cut out desired length of pipe for insertion of proper fittings. Use “band-seal” couplings or similar couplings and non-shear rings and clamps to fasten the inserted fittings and hold it firmly in place. Mission couplings shall have the length of boot approximately equal to the pipe diameter. Follow manufacturer’s recommendations for the installation. No cut-in-connection made by breaking or cutting a hole in the main and inserting the spigot end of an ordinary sewer pipe shall be permitted.

10. For connecting to an existing sanitary sewer main that has been rehabilitated with a CIPP liner, an LMT service saddle will be required. The host pipe shall be carefully removed from around the entire circumference of the liner and beyond the saddle length by 2 inches on each side. Cut service opening into liner and adhere saddle.

B. General Excavation:

1. CONTRACTOR shall do all excavation, undercutting, dewatering, and backfilling necessary for work under this Contract, unless otherwise noted.

2. Work shall conform to other sections of Division 31 except where modified by this section.

3. The width of trench below the top of the pipe shall not exceed the nominal diameter of the pipe plus 2 feet for all pipelines.

4. Where the maximum trench width is exceeded, the pipe shall be placed in a concrete cradle or a stronger pipe used as necessary.

5. If the maximum trench width is exceeded for any reason other than by request of ENGINEER, the concrete cradle or the stronger pipe shall be placed at CONTRACTOR’s expense.

6. Excavation shall include all necessary clearing of excavated areas, tree removal, all grubbing, all wet, dry, fill, and rock excavation, the removal of pavement, and all incidental work thereto. All above work shall be included in the Lump Sum Bid.
7. CONTRACTOR shall excavate whatever materials are encountered as required to place at the elevations shown, all pipe, manholes, and other work as required to complete the project as shown.

8. The bottom of the excavation shall be leveled off, all loose and disturbed soil shall be removed, and it shall be hand-tamped prior to pipe, manhole, etc., installation. Where requested by ENGINEER, original material below the excavation necessary for construction according to grades shown or specified shall be removed and replaced with material and placing methods as specified in Section 31 23 00–Excavation, Fill, Backfill, and Grading.

9. The excavation at the crossing of all underground utility services in place shall be as narrow as practicable.

10. All underground services shall be protected from damage and maintained in service at their original location and grade during the process of the work.

11. Any damage to underground services shall be replaced or repaired at no cost to OWNER or to the owner of the service.

12. The present underground services shown on the drawings are located in accordance with available data.

13. Encountering these services at a different location or encountering services not shown shall not release CONTRACTOR from the above-stated conditions.

14. Any service connections encountered which are to be removed shall be cut off at the limits of the excavation and capped in accordance with the requirements of owners of such connections.

15. Excavated material that is unsuitable or not required for filling shall be wasted.

16. Materials to be used for fill and suitable for this purpose shall be deposited where required, except that no fill shall be placed where trenches for sewers, water lines or other services will be located until after the trench work is completed.

17. CONTRACTOR shall provide adequate shoring, sheet piling, and bracing to prevent earth from caving or washing into the excavation and shall do all shoring and underpinning necessary to properly support adjacent or adjoining structures. All shoring, sheet piling, and underpinning must be maintained until permanent support is provided.

C. Laying Pipe:

1. CONTRACTOR shall excavate and lay all pipe to the line and grade shown on the drawings with bell ends uphill.

2. Grade stakes will be required for all lines.

3. Water lines shall have a minimum of 5 feet of cover, unless noted otherwise.

4. Unless shown otherwise, under floor piping shall clear floor slabs or footings by a minimum of 6 inches.

5. Any pipe or fittings cracked in cutting or handling or otherwise not free from defects shall not be used.

6. Pipe must be kept clean of mortar, cement, clay, sand or other material.

7. Trenches shall be kept water-free and dry during bedding, laying, and jointing.

8. CONTRACTOR shall provide, operate, and maintain all pumps or other equipment necessary to drain and keep all excavation pits and trenches and the entire subgrade area free from water under any and all circumstances that may arise.

9. All trees, shrubs, and improved areas outside the excavation shall be protected from damage.
D. Restraint Based on Flexible Restrained Joints:
1. Except where noted or indicated, all bends, caps, plugs, tees, and other fittings shall be restrained with flexible restrained joints.
2. Mechanical joints and ductile iron pipe shall be restrained by MEGALUG® 1100 Series by EBAA Iron Sales, Inc., unless otherwise shown on the Drawings.
3. For restrained pipe joints, all underground ductile iron pipe joints (except for the branch of tees and dead ends) shall be restrained to the length listed below in all directions from all bends and fittings. The branch of tees and all dead ends shall be restrained to two times the length listed below. All joints on yard and fire hydrant leads shall be restrained. Where wall penetrations occur at less than the length indicated below, the wall fittings shall also be restrained. Additional restraint shall be provided inside of structures as required.

<table>
<thead>
<tr>
<th>MINIMUM LENGTH (IN FEET)</th>
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<tbody>
<tr>
<td>RESTRAINED PIPE FROM BENDS OR FITTINGS</td>
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<tr>
<td>(POLYWRAPPED AND MINIMUM 5 FOOT BURY DEPTH)</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Test Pressure, psi</th>
<th>10</th>
<th>25</th>
<th>50</th>
<th>100</th>
<th>150</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipe Size, Inches</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>3 to 12</td>
<td>5</td>
<td>18</td>
<td>18</td>
<td>36</td>
<td>36</td>
</tr>
<tr>
<td>14 to 18</td>
<td>5</td>
<td>18</td>
<td>18</td>
<td>36</td>
<td>54</td>
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<tr>
<td>20 to 24</td>
<td>5</td>
<td>18</td>
<td>36</td>
<td>54</td>
<td>72</td>
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<tr>
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<tr>
<td>36</td>
<td>10</td>
<td>18</td>
<td>36</td>
<td>72</td>
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<tr>
<td>42</td>
<td>10</td>
<td>36</td>
<td>54</td>
<td>90</td>
<td></td>
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<tr>
<td>48</td>
<td>10</td>
<td>36</td>
<td>54</td>
<td>90</td>
<td></td>
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</tbody>
</table>

4. PVC water main shall be restrained as specified above for ductile iron underground piping and shall be installed in accordance with AWWA C605.

E. Bedding:
1. All underground pipe, except copper, perforated pipe, polyethylene encased pipe, and, unless noted, shall be bedded in compacted granular material.
2. Ductile iron piping shall be placed using Class “C” Bedding.
3. HDPE and PVC pipe shall be bedded in compacted sand.
4. All other piping, except perforated piping and ductile iron piping, shall be placed using Class “B” Bedding.
5. CONTRACTOR shall perform all necessary excavation and shall furnish all required materials to provide bedding material. Bedding material shall conform to the gradation requirements of ASTM C-33.
6. Bedding material shall be hard, tough, and durable and shall meet the following gradation requirements:

<table>
<thead>
<tr>
<th>PERCENTAGE BY WEIGHT PASSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed Stone Aggregate</td>
</tr>
<tr>
<td>1 inch</td>
</tr>
<tr>
<td>3/4 inch</td>
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</tbody>
</table>
7. CONTRACTOR shall furnish ENGINEER with a sieve analysis of the bedding material for approval prior to construction.
8. No materials native to the trench shall be used as bedding material unless they meet the above specifications.
9. Native material may be used for ductile iron piping if it consists mostly of sand and contains no stones larger than 3/4 inch.
10. Immediately prior to placing the pipe, bedding shall be shaped by hand to fit the entire bottom quadrant of the pipe between bell holes.
11. Bell holes shall be large enough to permit proper making of the joint but not larger than necessary to make the joint.
12. All adjustments to line and grade must be done by scraping away or filling in bedding under the body of the pipe. Bedding must be tamped into place.
13. If necessary to obtain uniform contact of the pipe with the bedding, a template shall be used.

F. Cover Material:
1. Material which is to be placed from the bedding material around and to 1 foot above the top of all pipe shall be termed cover material.
2. Except for copper piping, cover material shall consist of durable granular particles ranging in size from fine to coarse in a substantially uniform combination.
3. Unwashed bank run sand and crushed bank run gravel will be considered generally acceptable for cover material.
4. No stones larger than 3/4 inches in their greatest dimension shall be allowed in the cover material.
5. Native materials may be used if they conform to the above specifications.
6. Cover material for copper piping shall be sand.
7. Cover material shall be deposited in the trench for its full width on each side of the pipe, fittings, and appurtenances simultaneously.
8. Granular cover material shall be placed over the top of the pipe for Class “B” (12 inches) or Class “C” (6 inches) Bedding.
9. This cover material shall be placed by hand in 6-inch layers and shall be compacted using hand-tamping bars and/or mechanical tampers.
10. If bedding material, except sand, conforming to any of the above three gradations under “Bedding” is used as cover material, it need not be tamped.
11. Sand cover material must be tamped.
12. Unless sand backfill is required, the remaining 6 inches to make up the required 1 foot of cover material for Class “C” Bedding shall be granular material specified previously with no stones larger than 3/4 inch.
13. Compaction shall be equivalent to that described under “Filling and Backfilling” in these specifications.

G. Backfill: Except as otherwise specified, all backfill above 1 foot above the pipe shall be granular material specified in Section 31 23 00–Excavation, Fill, Backfill and Grading. Compaction shall be as specified herein.

3.02 REPAIR/RESTORATION

A. Upon completion of the work, all improvements disturbed by CONTRACTOR’s operations shall be repaired or replaced, including all site improvements, landscaping, and/or paving material as existed prior to construction.

3.03 FIELD QUALITY CONTROL

A. Site Tests:
   1. CONTRACTOR shall include the cost of all testing, cleaning, and disinfection in the price bid.
   2. All piping shall be subject to test before being covered with base course or pavement. All piping and appurtenances shall be watertight or airtight and free from visible leaks.
   3. All piping and appurtenances shall be flushed or cleaned after installation prior to testing.
   4. When test medium for piping is water, all air shall be removed from piping by flushing and/or installation of corporatons at high points in system. Presence or absence of air will be determined during pressurization of the piping system.
   5. CONTRACTOR shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge, and other equipment, materials, and facilities necessary to complete the specified tests. CONTRACTOR shall provide all temporary sectionalizing devices and vents for testing. Note, when pressure testing against existing valves or piping, CONTRACTOR shall assume these items will fail and provide temporary plugging or valving as required.
   6. Pressure Tests:
      a. All public water main improvements shall pass a pressure test in conformance with the requirements of ANSI/AWWA C600-87 Section 4. Testing requirements shall follow the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
      b. A one-hour pretest must be made and passed by CONTRACTOR before scheduling the pressure test with OWNER. Main shall then be pressure-tested at 150 psi for a duration of two hours in the presence of OWNER’s representative. If a scheduled pressure test does not pass because of the failure of CONTRACTOR to hold a pretest, OWNER may charge a reinspection fee to CONTRACTOR. Any other water main work will be halted until the reinspection fees have been paid.
      c. In case repairs are required, the pressure test shall be repeated until the pipeline installation conforms to the specified requirements.
   7. Test Requirements:

<table>
<thead>
<tr>
<th>Fluid Abbreviation or Name</th>
<th>Minimum Test Pressure in psi</th>
<th>Test Medium</th>
<th>Leakage Allowance Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potable Water</td>
<td>150</td>
<td>Water</td>
<td>“A”</td>
</tr>
</tbody>
</table>
8. Leakage allowance Designation “A” shall be not more than 0.002 gallon per hour per inch diameter per 100 feet of buried pipe for compression or solder joint pipe. Buried mechanical and push-on joint pipe shall meet the leakage specifications of AWWA C600.

9. Tests for all gravity sewers shall be as follows: Pipe will be plugged at its downstream end and water will be placed inside the pipe to a minimum head of 10 feet. Water shall be held for 15 minutes without dropping. No leakage is allowed.

3.04 CLEANING AND DISINFECTION

A. All equipment and materials shall be clean before installation. CONTRACTOR shall disinfect and flush the system before it is put on line. Water main, including buried and exposed piping, shall be disinfected according to AWWA C651.

B. In accordance with the requirements of AWWA C651, at least one set of samples shall be collected from every 1,200 feet of new water main, plus one set from the end of the line and at least one set from each branch.

C. Water main shall be disinfected according to the Standard Specifications for Water and Sewer Main Construction in Illinois, which shall include initial flush and disinfection to 50 ppm with gaseous chlorine. Acceptable concentration after 24 hours shall be 25 ppm. Satisfactory disinfection shall be demonstrated in accordance with the requirements of 35 Ill. Adm. Code 652.203.

D. Sampling will be performed on two consecutive days, 24 hours apart, Monday through Thursday, 24 hours after chlorination, and after the main has been flushed. OWNER’s representative shall determine the number of samples taken. Sample must be collected by OWNER and analyzed by OWNER’s laboratory. If after four samplings, the results do not yield two consecutive satisfactory readings, a rechlorination will be necessary. Only OWNER shall make the water system operational after receiving satisfactory lab reports.

E. Broken concrete, rubble fill, and other excess material shall be removed from the site and wasted.

F. All waste disposal areas and all areas used for the storage of materials or the temporary deposit of excavated earth shall be leveled off, cleaned up, and returned to condition that existed prior to construction.

G. All surplus material, tools, and equipment shall be removed, and the premises shall be left free of everything of the kind.

END OF SECTION
January 8, 2020

City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432
Attn: Ms. Amy Wagner, P.E.

RE: Subsurface Exploration, Laboratory Testing and Geotechnical Engineering Analysis and Evaluation For the Proposed Water System Interconnection to Be Located at SWC of Rosalind Street and Fairview Avenue, Joliet, IL (Project 2 Site 4) SEECO Job No. 12390G Purchase Order: 19001217-00

Dear Ms. Wagner:

As per your request, SEECO Consultants, Inc. drilled and sampled one (1) soil boring (B-13) at the location of proposed water system interconnection installation site to be located at Rosalind Street, approximately 100 feet west from the intersection of Rosalind Street and Fairview Avenue in the City of Joliet, Illinois and designed by Strand Associates, Inc., Joliet office. The purpose of this letter report is describe the subsurface soil conditions encountered at the proposed water system interconnection installation site, to evaluate the physical characteristics of the soil by means of a geotech laboratory testing program and provide general recommendation for the installation of the proposed water mains and valve vault manholes using the open cut trench excavation method with trench box protection, along with engineering recommendations on general construction procedures and address problems due to soil and/or prevalent groundwater conditions at the project site. Detailed soil Boring Log and a Boring Location Plan are included in the Appendix of this report.

When the proposed Water System Interconnection is constructed at this project site, City of Joliet is planning to dispose of the waste excavation soils as Clean Construction or Demolition Debris (CCDD). The scope of services also includes field screening of the soil samples using visual, olfactory senses and a photo-ionization detector (PID) for the presence of volatile organic vapors. Any statements in this report or on the boring log regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of the client. The completed Illinois Environmental Protection Agency LPC-662 form for this project is attached in the Appendix of this report.
This report was prepared at the request of Ms. Amy Wagner, P.E., City of Joliet as per SEECO Consultants, Inc. Proposal and Contract dated November 22, 2019 and based on the Request for Proposal received by SEECO Consultants, Inc. on November 8, 2019 and the addendum to the RFP received on November 21, 2019 and based on the Purchase Order No. 19001217-00 dated 12/11/2019 addressed to SEECO Consultants, Inc. and prepared by City of Joliet.

**General Site Conditions and Project Description**

A Water System Interconnection is proposed to be constructed at Rosalind Street, approximately 100 feet west from the intersection of Rosalind Street and Fairview Avenue in City of Joliet, Illinois. The Water System Interconnection consists of installation of two pressure connection vault with gate valve, one water valve vault with check valve that allows flow in west direction, and one water valve vault with flow meter, and installation of 6 inch diameter ductile iron water main connecting these vaults and the installation of three 6-inch gate valve in box along the 6-inch diameter ductile iron water main alignment and installation of approximately 220 feet of 1.5 inch diameter HDPE water service pipe, and approximately 42 feet of 6 inch diameter concrete sanitary sewer pipe at this project site. The manholes for the water valve vault and pressure connection vault are approximately 4 feet in diameter with the bottom of manholes placed at approximately 7 feet below the existing ground surface. The rim elevation of these four manholes is set at approximately 616.0 MSL. The ductile iron water main, HDPE water service pipe, and concrete sanitary sewer will be installed using Open Cut Trench Excavation Method with trench box protection and will be provided a minimum cover of 5 feet below the existing ground surface.

The above mentioned project information is reference from phone conversation of the principal author of this report with Ms. Corrina Mauss of Strand Associates, Inc. on 1/8/2020 and Project Plans, ‘Rosalind Street and Fairview Avenue Water System Interconnection for the City of Joliet’, total 5 sheets, dated December 2019 and prepared by Strand Associates, Inc. Project Civil Engineer and provided by Ms. Corrina Mauss of Strand Associates, Inc.to the principal author of this report through email dated 1/6/2020 and also referenced from Request for Proposal prepared by City of Joliet and received by SEECO Consultants, Inc. on November 8, 2019 and the addendum to the RFP received on November 21, 2019.
Site Geology

According to the Illinois State Geological Survey (ISGS) Quaternary Deposits of Illinois (Compiled by Jerry A. Lineback, 1970), the project site has been assigned to Lake Plain Formation. These soils were deposited during the Woodfordian, Twocreekan, Valeran Substage of the Wisconsinan Glaciation stage. This soil generally consists of floors of glacial lakes flattened by wave erosion and by minor deposition in low areas; largely underlain by glacial till; thin deposits of silt, clay, and sand of the Equality Formation present locally.

Underneath the surficial sand and gravel fill and silty clay fill in soil boring B-13 location, the soils at this project site in general, indicate the presence of brown and gray, very stiff silty clay glacial till to brown and gray, medium dense clayey sandy gravel to a depth of 10 feet below the existing ground surface. These soils do confirm the above mentioned geological description of the soils in this area from the surficial geologic map referred above.

Subsurface Site Exploration Procedure

On December 12, 2019, one (1) soil boring (B-13) was drilled and sampled to a depth of 10 feet below the existing grade level at approximate location as shown in the Boring Location Plan given in the Appendix of this report. The number, depth, and location of the soil boring was provided in the Request for Proposal prepared by City of Joliet and received by SEECO Consultants, Inc. on November 8, 2019 and the soil boring was laid out in the field by the representative from SEECO Consultants, Inc. The soil boring elevation was interpolated from the Project Plans, ‘Rosalind Street and Fairview Avenue Water System Interconnection for the City of Joliet’, Sheet 3 of 5, dated December 2019 and prepared by Strand Associates, Inc. Project Civil Engineer.

The soil boring was drilled and sampled by a two man drill crew from SEECC Consultants, Inc. utilizing a truck-mounted Diedrich drill rig (Model D-50) which advanced the boreholes by the hollow stem augers method and the soil samples were obtained by utilizing a split spoon sampler.

Representative soil samples were obtained by the split barrel sampling procedure in which a split spoon sampler having a two inch outside diameter, inside diameter of 1-3/8 inches and a length of two feet is driven into the soil in accordance with ASTM D1586-08a. The split spoon sampler in the
borings was advanced by driving with a 140-pound weight which falls freely from a height of 30 inches with Standard Penetration Resistance or the N-value being recorded as a number of blows required to advance the sampling spoon a distance of 12 inches after an initial driving of six inches has been used to seat the sampler (last two 6 inch increment blow counts added together). The representative soil samples were placed in glass jars and sealed with plastic screw type lids to be brought back to SEECO Consultants, Inc. geotechnical laboratory for further geotech testing and soil sample examination.

**Geotechnical Laboratory Testing Program**

The geotechnical laboratory testing program consists of performing in-situ natural moisture content, visual classification of all soil samples and unconfined compressive strength tests on the basis of calibrated penetrometer readings on all cohesive soil samples. In situ moisture content or natural water content is determined in the laboratory as per ASTM D 2216-10. After completion of the testing program, each soil sample was visually classified on the basis of texture and plasticity in accordance with the **Unified Soil Classification System** (ASTM D 2487-17 and D 2488-17). The estimated group symbol according to this system is included following the description of the soil on the **Boring Log**. A brief explanation of the **Unified Soil Classification System** is included in the **Appendix** of this report. All laboratory test data is noted on the **Boring Log** which is also included in the **Appendix** of this report.

**CCDD Disposal Recommendations**

A geoenvironmental engineer from SEECO Consultants, Inc. environmentally screened the soil samples using photoionization detector (PID) readings in the SEECO Consultants geotech laboratory utilizing a Mini RAE 3000 PID 11.8 (eV) lamp in conjunction with visual and olfactory observations to determine the presence of petroleum contamination in the subsurface soils. The OVM PID readings of the soil samples obtained for this exploration are given on the **Boring Log** in the **Appendix** of this report and are all 0.0 PPM. The visual and olfactory observations indicate no petroleum odors and/or staining were present in the soil samples taken. Based on the PID readings and visual and olfactory observations, it is determined that the soil samples are not contaminated at the location of the borehole drilled and sampled for this exploration.
The Illinois Pollution Control Board has changed the rule for the requirements for Clean Construction or Demolition Debris (CCDD) fill operations according to 35 Illinois Administrative Code 1100 Subpart F. The rule prohibits landfill from accepting clean construction debris and fill with a pH below 6.25 or above 9.0 regardless of applicable Maximum Allowable Concentrations (MACs) in the CCDD regulations of the various chemical compounds. One (1) pH test was performed on representative soil sample obtained from soil boring B-13, sample 2 at 3.5 feet to 5 feet below the existing ground surface level and the test result indicate the pH value of 6.83. Since the pH value of the soil sample is between 6.25 and 9.0, the excavated soils from the water system interconnection trenches are considered clean, to the best of our knowledge, for CCDD landfill disposal at this project site. PID readings as well as pH value are both shown on the project Boring Log in the Appendix of this report. Also, these results are included in a completed Illinois Environmental Protection Agency LPC-662 form which is attached in the Appendix of this report.

Screening of soil samples at the job site is no guarantee that landfill facility will accept/not reject materials since this report is prepared strictly on the basis of soil samples obtained from the soil boring only and it is not possible to determine if the site is entirely clean of contaminants per IEPA CCDD standards. Environmental chemical analysis may be required if the soils at the time of excavation are found to be contaminated.

**Site Soil and Groundwater Conditions**

Soil boring B-13 was drilled and sampled through approximately 12 inches of dark brown, sand and gravel fill underlain by dark brown, brown and gray, very stiff silty clay fill to a depth of 3 feet below the existing ground surface. Underlying the above mentioned fill materials, soil boring B-13 encountered brown and gray, very stiff silty clay to a depth of 8 feet underlain by brown and gray, medium dense, clayey sandy gravel to the boring termination depth of 10 feet below the existing ground surface.

Groundwater was not encountered in soil boring B-13 drilled and sampled to a depth of 10 feet below the existing ground surface at this project site during the exploration of 12/12/2019 and the soil boring was found in dry conditions while drilling, while sampling, and after the removal of hollow stem augers from the borehole on 12/12/2019. However, yearly and seasonal fluctuations can be
anticipated in the groundwater table due to changes in the groundwater hydrogeologic regime.

It is recommended that the Boring Log given in the APPENDIX of this report should be studied for the soil and groundwater conditions present at the boring location.

ENGINEERING ANALYSIS AND RESULTS

Water System Interconnection Installation
The proposed water system interconnection will be installed using open cut trench excavation method with trench box protection at this project site. Based on the information obtained from the soil boring B-13 and geotechnical laboratory testing of the subgrade soils, it is concluded that the proposed water system interconnection can be installed at the project site using open cut trench method with trench box protection. The proposed 6 inch diameter ductile iron water main and 1.5 inch diameter HDPE water service pipe used in the proposed water system interconnection will be provided a minimum 5 feet of cover. Construction recommendations for the open cut trench excavation method with trench box protection are given in this report.

Silty clay glacial till was encountered in soil boring B-13 drilled and sampled at this project site at the proposed approximate water main invert elevations. Silty clay glacial till soils generally have resistivity values of 500 to 1200 ohm – meters which is corrosive to ductile iron pipe. Therefore, it is recommended that the proposed 6 inch DIP water mains should be covered with polyethylene wrap for corrosion protection. According to research from the Ductile Iron Pipe Association (DIPRA), it is recommended to use polyethylene wrap as opposed to zinc coatings as life cycle analyses have shown that polyethylene wrap lasts exponentially longer than manufactured zinc coatings.

The anticipated depths of the excavations performed for the installation of the proposed 6" diameter water main and 1.5 inch diameter HDPE water service pipe for the proposed water system interconnection is approximately 5.5 feet below the existing ground surface and the anticipated depths of the excavations performed for the installation of the proposed valve vault manholes is approximately 7 feet below the existing ground surface. Bedrock was not encountered in soil boring B-13 while drilling and sampling to the boring termination depth of 10 feet below the existing ground surface.
Therefore, bedrock excavations are not anticipated for the proposed water system interconnection installation at this project site. See the following Table No. 4: Anticipated Soil Conditions at the Water System Interconnection, for more information on the types of soil encountered at the proposed invert elevations.

Table No. 4: Anticipated Soil Conditions at the Water System Interconnection Inverts

<table>
<thead>
<tr>
<th>Boring No. &amp; Ground Surface Elevation (MSL)</th>
<th>Location</th>
<th>Proposed Diameter of New DIP Water Main and Approximate Depth of Installation (Feet) (MSL)</th>
<th>Proposed Diameter of New HDPE Water Service Pipe and Approximate Depth of Installation (Feet) (MSL)</th>
<th>Proposed Valve Vault Manholes Installation Depth (Feet) (MSL)</th>
<th>Type of Soil To Be Encountered at the Proposed Water Main Invert and Valve Vault Manholes Bottom</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-13 (616.0)</td>
<td>Approximately 100 feet west of the intersection of Rosalind Street and Fairview Avenue</td>
<td>6&quot; Dia. @5.5' Below Grade (610.5)</td>
<td>1.5&quot; Dia. @5.5' Below Grade (610.5)</td>
<td>7' Below Grade (609.0)</td>
<td>Brown and gray, very stiff, silty clay (CL)</td>
</tr>
</tbody>
</table>

The soils at the bottom of the excavations for the proposed water main and valve vault manholes excavation in the location of the soil boring B-13 are very stiff, silty clay. The pipe bedding material can be placed directly on these soils.

**Single Fittings- 90° and Other Bends**

If single fittings are proposed to be utilized along the proposed water main alignments, the proposed concrete thrust blocks for pipe change in alignment for the proposed water main alignments should be designed for a maximum net allowable lateral soil bearing capacity of 1,500 psf when supported against the brown and gray, very stiff, silty clay. The water main and sewer construction should be done in accordance with the ISPE “Standard Specification for Water & Sewer Main Construction in Illinois,” Seventh Edition, dated June 2014.
Braced Excavations for Water Main Replacement

Any excavation that extends greater than five (5) feet in depth should be designed in accordance with the U.S. Department of Labor, Occupational Safety and Health Administration 1989 (OSHA) "Occupational Safety and Health Standards – Excavations; Final Rule" 29 CFR, Part 1926 Subpart P. Since the proposed water mains and valve vault manholes will be installed in the street, and the depths of excavations will be greater than 5 feet an unbraced open cut excavation with vertical side walls will not be safe. Therefore, it is recommended that the proposed trench excavations should be braced. Trench excavations with an accompanying steel trench protection box should not encounter significant problems when excavating on this project site for the proposed water system interconnection. The trench box is introduced into the trench and protects personnel and work under construction from damage or injury which might be caused by a collapse of the trench sidewalls. The trench box is designed to brace the two (2) parallel walls of the trench against each other. The walls of the box are constructed from sheet steel, usually double wall thickness, with a diaphragm between the two (2) sheets to provide structural rigidity. The pipe is laid inside the box after the placing of bedding material and the men at the bottom of the trench join the pipe. The trench box is advanced as the excavation is dug and backfill material is placed.

The pre-fabricated steel trench protection box can be used for this project in order to protect personnel in the trench during construction and must conform to OSHA CFR 29, Part 1926, Subject P, July 1997, and protect the work under construction from damage or personnel injuries which might be caused by the collapse of the trench sidewalls.

The trench box should be designed for lateral earth pressure based on the apparent lateral earth pressure distribution for braced excavations based on Peck’s criteria for stiff clay for the average soil profile at this project site. The soil conditions based on soil boring B-13 is stiff silty clay and the minimum live load surcharge from construction equipment should be considered to be 600 psf per running foot of bracing. The anticipated approximate trench depth for the proposed water system interconnection will be approximately 5.5 feet to 7.0 feet deep. However, the lateral earth pressure diagram is provided to 8 feet below the existing ground surface level. For trench excavations, the steel trench box sidewalls and struts should be capable of resisting an approximate minimum of 726 psf per foot of length (for maximum 8-foot depth) of lateral earth pressure in comparison with the trench
box allowable structural lateral pressure capacity. Refer to the *Apparent Lateral Earth Pressure Diagram For Trench Protection Box Design in Clayey Soils (H ≤ 8 feet deep)* for excavation depths 8 feet or less as given in the *Appendix* of this report. The utility contractor is responsible for the design of the trench protection box.

The parallel walls of the box are braced apart by adjustable pipe struts. The adjustment permits the use of the box in trenches of different widths. The box is open at both ends. The rear opening permits movement of the box along the trench while allowing passage of the completed pipe utility out of the back of the box. The front of the box is open to permit dragging the box forward through unstable ground. The top of the box is open to permit introduction of the pipe bedding and new portion of the pipe into the trench. The bottom of the box is open to permit placement of trench bedding directly on the bottom of the trench.

Trench boxes must not only be wide enough to permit the introduction of the required utility pipe or conduit together with the specified sidewall backfill cover, but also wide enough to permit passage of the backhoe bucket into the box to clean the base or bottom of the trench. Trench boxes are dragged forward by the backhoe (a hydraulic excavator) digging the trench on the front side. The backhoe hooks its bucket behind the leading pipe strut and pulls the box toward itself.

The stability of the bottom of a trench excavation is controlled by the type of soil at the bottom of the trench and the soils that underlie the excavation trench. For the proposed water system interconnection installation site, the bottom of an excavation in the moist, brown and gray, very stiff silty clay is stable against bottom heave.

For conventional open cut and cover excavation construction, the following bedding and trench backfill recommendations are applicable for this proposed water system interconnection project.

**Pipe Bedding**

Bedding material should comply with Article 1003.04 of the IDOT Standard Specifications for Road and Bridge Construction, 2016 Edition. The bedding material should be a well-graded granular material equivalent to IDOT FA-1, FA-2 or FA-6 or as per City of Joliet pipe bedding criteria. A mini-
mum 4.0 inches of bedding material is required to be placed below the water main pipe. The bedding material must be placed in maximum 4.0 inch loose lifts and compacted to a minimum 95% of the maximum density according to AASHTO T-99. The placement of bedding material must comply with Article 550.04 of the IDOT Standard Specifications for Road and Bridge Construction, 2016 Edition.

**Trench Backfill**

Since the trench excavation will be performed on the street pavements, the soils excavated from the water main trenches cannot be used as backfill of the trenches under street pavements. The approved granular trench backfill material should be placed in maximum eight-inch loose lifts with each lift compacted to a minimum of 95% of maximum density as per AASHTO T-99 to the proposed sub-grade of the street. Trench backfill material should be FA-1, FA-2, FA-6 or CA-6 of the IDOT Standard Specifications for Road and Bridge Construction, 2016 Edition or as per City of Joliet criteria. However, the final one foot of trench backfill should be compacted to 100% of maximum density as obtained according to AASHTO T-99. It is also recommended that compaction requirement given above should be utilized after the placement of a minimum two (2) feet of granular backfill over the top of water main. The excavation at the pavement areas along Rosalind Street should be completed with a bituminous concrete pavement section to match the existing pavement section.

**Potential Construction Problems**

Groundwater was not encountered in soil boring B-13 while drilling and sampling to a depth of 10 feet below the existing ground surface and after the removal of hollow stem auger from the borehole during this exploration of December 12, 2019 therefore, groundwater problems will be generally minimal for the excavation of the proposed water mains and manholes at this project site. However, during the rainy season and under normal conditions, surface runoff and seepage water that may accumulate overnight or momentarily in the excavation trenches can be removed by means of the standard sump and pump procedures.

Any excavation that extends greater than five feet in depth should be designed in accordance with U.S. Department of Labor, Occupational Safety and Health Administration 1989 (OSHA) "Occupational Safety and Health Standards-Excavations; Final Rule" 29 CFR, Part 1926, Subpart P. Excava-
tions with properly sloped or braced excavation earth retention systems (such as trench boxes) to prevent excavation instability and provide safety which is the responsibility of the utilities contractor. Also, the means and methods of excavating the soil materials are at the discretion of the utility contractor and are the responsibility of the utility contractor.

**Construction Consultation Engineering**

A Field Geotechnical Engineer from SEECO Consultants Inc. should be present during the utility excavation operations to ensure compliance with the specifications during construction. Any deviation from the measured subsurface conditions and final surface ground elevations and final water main invert elevations and valve vault manholes bottom elevations should be brought to the attention of the Geotechnical Engineer so that design parameters can be updated accordingly. Field density tests to determine the degree of trench backfill compaction should be performed by a Field Engineering Technician or Field Geotechnical Engineer from SEECO Consultants Inc. once the open cut trench water main is installed and the backfilling begins. Field density tests to determine the degree of compaction of the HMA surface course should be performed by a Field Engineering Technician or Field Geotechnical Engineer from SEECO Consultants Inc. during onsite construction.
Conclusion

We trust this information is satisfactory for your present requirements. We have welcomed the opportunity to be of service to you on this project. If you have any questions with regards to this report, please contact us at your convenience.

Respectfully submitted,

SEECO Consultants, Inc.

Sandip Dahal, MSCE, EI
Geotechnical Staff Engineer

Collin W. Gray, S.E., P.E.
President

SD:arm

Cc: Mr. Chris Ulm, P.E., Strand Associates Inc. chris.ulm@strand.com
APPENDIX

1. BORING LOCATION PLAN

2. GENERAL NOTES

3. BORING LOG

4. UNIFIED SOIL CLASSIFICATION SYSTEM

5. APPARENT LATERAL EARTH PRESSURE DIAGRAM FOR TRENCH PROTECTION BOX DESIGN IN EQUIVALENT CLAYEY SOILS (H ≤ 8 FEET DEEP)

6. COMPLETED LPC 662 FORMS
APPENDIX 2
DRILLING AND SAMPLING SYMBOLS

SS  SPLIT SPOON  1-3/8" I.D. x 2" O.D. (EXCEPT WHERE NOTED)
2T  THINWALL TUBE SAMPLER  2" O.D. x 1-7/8" I.D.
3T  THINWALL TUBE SAMPLER  3" O.D. x 2-7/8" I.D.
3P  PISTON SAMPLER  3" O.D. THINWALL TUBE
FA  CONTINUOUS FLIGHT AUGER  4" O.D.
HS  HOLLOW STEM AUGER  6-3/4" O.D. x 3-1/4" I.D.
HA  HAND AUGER
RB  ROLLER ROCK BIT
FT  FISHTAIL BIT
DB  DIAMOND BIT
AX  ROCK CORE  1-3/16" DIAMETER
BX  ROCK CORE  1-5/8" DIAMETER
NX  ROCK CORE  2-1/8" DIAMETER
AS  AUGER SAMPLE
WS  WASH SAMPLE
CA  COMBINED ANALYSIS
SA  SIEVE ANALYSIS

Standard “N” Penetration:  Blows per foot of a 140 pound hammer falling 30 inches on a two inch O.D. split spoon, except where noted.

WATER LEVEL MEASUREMENT SYMBOLS

WATER LEVEL OBSERVATION WD WHILE DRILLING
WCI  WET CAVE-IN  BCR BEFORE CASING REMOVAL
DCI  DRY CAVE-IN  ACR AFTER CASING REMOVAL
WS  WHILE SAMPLING  AB AFTER BORING

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations are not possible in even several days observation, and additional evidence on groundwater elevations must be sought.

SOIL IDENTIFICATION TERMINOLOGY

COHESIONLESS SOILS

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>SIZE RANGE</th>
<th>DESCRIPTIVE TERM</th>
<th>PERCENT OF WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOULDERS</td>
<td>OVER 8&quot;</td>
<td>TRACE</td>
<td>0 – 10</td>
</tr>
<tr>
<td>COBBLES</td>
<td>8” TO 3”</td>
<td>LITTLE</td>
<td>10 – 20</td>
</tr>
<tr>
<td>GRAVEL</td>
<td>3” TO #4 SIEVE (4.75 mm)</td>
<td>SOME</td>
<td>20 – 35</td>
</tr>
<tr>
<td>SAND</td>
<td>#4 TO #200 SIEVE (0.074 mm)</td>
<td>AND</td>
<td>35 – 50</td>
</tr>
<tr>
<td>SILT</td>
<td>PASSING #200 SIEVE (0.074 mm)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SOIL IDENTIFICATION TERMINOLOGY (Cont’d)

### COHESIVE SOILS

<table>
<thead>
<tr>
<th>Descriptive Term</th>
<th>Plasticity Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clayey Silt or Organic Clayey Silt</td>
<td>4 – 7</td>
</tr>
<tr>
<td>Silty Clay or Organic Silty Clay</td>
<td>8 – 30</td>
</tr>
<tr>
<td>Clay or Organic Clay</td>
<td>&gt; 30</td>
</tr>
</tbody>
</table>

### INTERMEDIATE SOILS

<table>
<thead>
<tr>
<th>Descriptive Term</th>
<th>Plasticity Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silt</td>
<td>0 – 3</td>
</tr>
</tbody>
</table>

Unconfined compression tests are generally not applicable for intermediate soils.

### CONSISTENCY OF COHESIVE SOILS

<table>
<thead>
<tr>
<th>Strength, Qu, TSF</th>
<th>Consistency</th>
<th>N – Bows/FT.</th>
<th>Relative Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;0.25</td>
<td>Very Soft</td>
<td>0 – 3</td>
<td>Very Loose</td>
</tr>
<tr>
<td>0.25 – 0.49</td>
<td>Soft</td>
<td>4 – 9</td>
<td>Loose</td>
</tr>
<tr>
<td>0.50 – 1.00</td>
<td>Medium</td>
<td>10 – 29</td>
<td>Medium Dense</td>
</tr>
<tr>
<td>1.01 – 1.99</td>
<td>Stiff</td>
<td>30 – 49</td>
<td>Dense</td>
</tr>
<tr>
<td>2.00 – 3.99</td>
<td>Very Stiff</td>
<td>50 – 80</td>
<td>Very Dense</td>
</tr>
<tr>
<td>4.00 – 8.00</td>
<td>Hard</td>
<td>&gt;80</td>
<td>Extremely Dense</td>
</tr>
<tr>
<td>&gt;8.00</td>
<td>Very Hard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### RELATIVE DENSITY OF GRANULAR SOILS

1-3/8” I.D. x 2” O.D. with 140 pound hammer falling 30”

<table>
<thead>
<tr>
<th>Consistency of Cohesive Soils</th>
<th>N – Bows/FT.</th>
<th>Relative Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 2</td>
<td>Very Soft</td>
<td></td>
</tr>
<tr>
<td>2 – 4</td>
<td>Soft</td>
<td></td>
</tr>
<tr>
<td>4 – 8</td>
<td>Medium</td>
<td></td>
</tr>
<tr>
<td>8 – 15</td>
<td>Stiff</td>
<td></td>
</tr>
<tr>
<td>15 – 30</td>
<td>Very Stiff</td>
<td></td>
</tr>
<tr>
<td>&gt;30</td>
<td>Hard</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 3
End of Boring @ 10.0 Feet.

Note:

1) All the soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and utilizing olfactory senses and no petroleum odors were observed in this boring with all PID readings 0.0 PPM.
APPENDIX 4
### Classification of Soils for Engineering Purposes

**ASTM Designation: D 2487-10**  
*(Based on Unified Soil Classification System)*

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests

<table>
<thead>
<tr>
<th>Coarse Grained Soils</th>
<th>Gravels</th>
<th>Clean Gravels</th>
<th>Group Symbol</th>
<th>Group Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 50% retained on No. 200 sieve</td>
<td>More than 50% coarse fraction retained on No. 4 sieve</td>
<td>Less than 5% fines</td>
<td>Cu₂4 and 1≤Cc≤5</td>
<td>GW</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cu₂4 and/or 1&gt;Cc&gt;5</td>
<td>GP</td>
</tr>
<tr>
<td>Gravels with fines</td>
<td>Fines classify as ML or MH</td>
<td>GM</td>
<td>Silty gravel</td>
<td></td>
</tr>
<tr>
<td>More than 12% fines</td>
<td>Fines classify as CL or CH</td>
<td>GC</td>
<td>Clayey gravel</td>
<td></td>
</tr>
<tr>
<td>Sands</td>
<td>50% or more of coarse fraction passes No. 4 sieve</td>
<td>Clean Sands</td>
<td>Cu₂6 and 1≤Cc≤5</td>
<td>SW</td>
</tr>
<tr>
<td>Less than 5% fines</td>
<td>Cu₂6 and/or 1&gt;Cc&gt;5</td>
<td>SP</td>
<td>Poorly graded sand</td>
<td></td>
</tr>
<tr>
<td>Fine-Grained Soils</td>
<td>Silts and Clays</td>
<td>50% or more passes the No. 200 sieve</td>
<td>Inorganic</td>
<td>Fines classify as ML or MH</td>
</tr>
<tr>
<td></td>
<td>Liquid limit less than 50</td>
<td>CL</td>
<td>Lean clay</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ML</td>
<td>Silty clay</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CL</td>
<td>Clayey sand</td>
<td></td>
</tr>
<tr>
<td>Organic</td>
<td>Liquid limit - oven dried</td>
<td>OL</td>
<td>Organic clay</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Liquid limit - not dried</td>
<td>OL</td>
<td>Organic silty clay</td>
<td></td>
</tr>
<tr>
<td>Silts and Clays</td>
<td>Liquid limit 50 or more</td>
<td>Inorganic</td>
<td>PI plots on or above “A” line</td>
<td>CH</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PI plots below “A” line</td>
<td>MH</td>
<td>Elastic clay</td>
</tr>
<tr>
<td>Organic</td>
<td>Liquid limit - oven dried</td>
<td>OH</td>
<td>Organic clay</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Liquid limit - not dried</td>
<td>OH</td>
<td>Organic silty clay</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Highly Organic Soils</th>
<th>Primarily organic matter, dark in color, and organic odor</th>
</tr>
</thead>
<tbody>
<tr>
<td>PT</td>
<td>Peat</td>
</tr>
</tbody>
</table>

---

*Sands with 5 to 12% fines require dual symbols:  
SW-SM well-graded sand with silt  
SW-SC well-graded sand with clay  
SP-SC poorly graded sand with silt  
SP-SC poorly graded sand with clay

ΓCu=Dₐ₀/Dₐ₀  
ΓCc = (D₉₀)² / (Dₐ₀)²

ΓIf soil contains ≥15% sand, add “with sand” to group name
ΓIf soil contains ≥30% sand, add “sandy” to group name

ΓIf field sample contained cobbles or boulders, or both, add “with cobbles or boulders, or both” to group name

ΓGravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

---

*Based on the material passing the three inch (75 MM) sieve

*If field sample contained cobbles or boulders, or both, add “with cobbles or boulders, or both” to group name

*Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

*If Afterberg limits plot in hatched area, soil is a CL-ML, silty clay
*If soil contains 15 to 29% plus No. 200, add “with sand” or “with gravel,” whichever is predominant
*If soil contains ≥30% plus No. 200, predominantly sand, add “sandy” to group name
*If soil contains ≥30% plus No. 200, predominantly gravel, add “gravely” to group name
*PI ≥4 and plots on or above “A” line
*PI < 4 or plots below “A” line
*PI plots on or above “A” line
*PI plots below “A” line

---

**Sieve Analysis**

<table>
<thead>
<tr>
<th>SCREEN IN</th>
<th>PERCENT PASSING</th>
<th>SIEVE NO.</th>
<th>PERCENT RETAINED</th>
<th>Dₐ₀ = 0.075 mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>2</td>
<td>1-1/2</td>
<td>1/4</td>
<td>3/8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PARTICLE SIZE IN MILLIMETERS</th>
<th>Cu = Dₐ₀ = 15 = 200</th>
<th>Cc = (D₉₀)²</th>
<th>(D₂₀ X D₀)² = 5.6</th>
</tr>
</thead>
</table>

**Plasticity Index**

For classification of fine-grained soils and fine-grained fraction of coarser-graded soils

Equation of the form V = (P₀ V₀ + P₁ V₁) (P₀ V₀ + P₂ V₂)

Equation of the form V = (P₀ V₀ + P₁ V₁) (P₀ V₀ + P₂ V₂)
Surcharge Load \( q \) = 600 psf

\[
\begin{align*}
\text{Note: Pressure Diagram for a braced excavation through the silty clay is determined by equilibrium and by assuming the area is predewatered to the bottom of the excavation.}
\end{align*}
\]

\[
\begin{align*}
\text{Cavg.} = 2344 \text{ psf} & \quad \text{&} \quad \gamma \text{avg.} = 133 \text{ pcf} \\
\gamma \text{avg.} \times \frac{H}{Cavg.} = \frac{(133 \text{ pcf} \times 8')}{2344 \text{ psf}} = 0.45 < 4.0
\end{align*}
\]

\[
\begin{align*}
\gamma = 0.4 \gamma \text{avg.} \times \frac{H}{Cavg.} + K\alpha q
\end{align*}
\]

\[
\begin{align*}
= 0.4(133)(8) + 0.50 \times 600
\end{align*}
\]

\[
\begin{align*}
= 726 \text{ psf/ft.}
\end{align*}
\]

Assumptions: 1) Water table is below the bottom of excavation.
Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Source Site Certification
by Owner or Operator
for Use of Uncontaminated Soil as Fill in a
CCDD or Uncontaminated Soil Fill Operation
LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information
(Describe the location of the source of the uncontaminated soil)

Project Name: Water System Interconnection
Office Phone Number, if available: _______________________

Physical Site Location (Street, Road): SWC of Rosalind Street and Fairview Avenue

City: Joliet State: IL Zip Code: 60432 County: Will

Township: Joliet

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.55333 Longitude: 88.06055

(Decimal Degrees) (Decimal Degrees)

Identify how the lat/long data were determined:
☐ GPS ☐ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: BOW: BOA:

Approximate Start Date (mm/dd/yyyy): Approximate End Date (mm/dd/yyyy):

Estimated Volume of debris (cu. Yd.):

II. Owner/Operator Information for Source Site

Site Owner

Name: __________________________ City of Joliet
Street Address: 150 W. Jefferson Street
PO Box: _________________________
City: Joliet State: IL Zip Code: 60432 Phone: (815) 724-4200
Contact: Jim Trizna, Director of Public Works
Email, if available: __________________________

Site Operator

Name: __________________________ City of Joliet
Street Address: 150 W. Jefferson Street
PO Box: _________________________
City: Joliet State: IL Zip Code: 60432 Phone: (815) 724-4200
Contact: Jim Trizna, Director of Public Works
Email, if available: __________________________

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed $50,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.
Source Site Certification

III. Descriptions of Current and Past Uses of Source Site
Describe the current and past uses of the site and nearby properties. * Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 5
The site is a residential area. Surrounding properties are residential. No known chemical storage, waste storage, environmental liens, contaminated wells or any potentially impacted properties are present on or adjacent to construction area. Data review of IEPA databases did not indicate site contains PIPs. One (1) soil boring (B-13) was performed and soil samples were obtained and PID readings did not indicate volatile organic contamination issues. Materials certified herewith as CCDD material must be free of rebar, garbage, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results
Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1
pH test results within MAC requirements.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature
In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I
Sandip Dahal
(owner, operator or authorized representative of source site)
certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

☑ Owner's Duly Authorized Representative
☑ Operator's Duly Authorized Representative

Date: Jan 8, 2020

Printed Name: Sandip Dahal
Signature:  

Source Site Certification
Page 2 of 2
<table>
<thead>
<tr>
<th>Agency ID #</th>
<th>Organization Name</th>
<th>Bureau ID</th>
<th>Site Name</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>EJ</th>
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</thead>
<tbody>
<tr>
<td>170000817472</td>
<td>Blackman, Don</td>
<td>1978105075</td>
<td>Blackman, Don</td>
<td>17830 Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
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<td>170000817855</td>
<td>Nateras Martin &amp; Maria</td>
<td>1978105116</td>
<td>Nateras Martin &amp; Maria</td>
<td>17762 W Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
<td>Yes</td>
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<tr>
<td>170001782220</td>
<td>Dhyma Enterprises Inc</td>
<td>1978095253</td>
<td>Dhyma Enterprises Inc</td>
<td>Briggs &amp; Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
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<tr>
<td>170001864677</td>
<td>Zamudio, Angel</td>
<td>1978095326</td>
<td>Zamudio, Angel</td>
<td>2000 Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
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<tr>
<td>17002371813</td>
<td>Liberty Meadows</td>
<td>W1970450131</td>
<td>Liberty Meadows</td>
<td>Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
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*Note: The handwritten note 'min 2700 ft away from site' is included.
<table>
<thead>
<tr>
<th>Inventory #</th>
<th>Facility Name</th>
<th>Street</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>1978105075</td>
<td>Blackman, Don</td>
<td>17830 Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
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<tr>
<td>1978095253</td>
<td>Dhyma Enterprises Inc</td>
<td>Briggs &amp; Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
</tr>
<tr>
<td>1978105116</td>
<td>Nateras Martin &amp; Maria</td>
<td>17762 W Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
</tr>
<tr>
<td>1978095326</td>
<td>Zamudio, Angel</td>
<td>2000 Rosalind St</td>
<td>Joliet</td>
<td>IL</td>
</tr>
</tbody>
</table>
Leaking UST

No matching records found

Showing 0 to 0 of 0 entries (filtered from 29,186 total entries)
### Site Remediation Program Database Search

**Show** 10 entries

<table>
<thead>
<tr>
<th>IEPA Id</th>
<th>Site Name</th>
<th>Street</th>
<th>City</th>
<th>Zip Code</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filter</td>
<td>Filter</td>
<td>Rosalind St</td>
<td>Joliet</td>
<td>60432</td>
<td></td>
</tr>
</tbody>
</table>

No matching records found

Showing 0 to 0 of 0 entries (filtered from 5,938 total entries)

*S.D.*
State Response Action Program

The State Response Action Program database identifies the status of all sites under the responsibility of the Illinois EPA's State Sites Unit. The database may be searched by the 10-digit Illinois Environmental Protection Agency identification number ('Site ID'). Searching by the Site ID is the surest and quickest way to find site information. As an alternative, the database may be searched by the site name or the city the site is located in. Click on the Site ID button to display additional information about a selected site.

Site ID:

Site Name:

Street:
Rosalind St

City:
joliet

County:

Region:

By providing this information, neither the State of Illinois nor any agency thereof nor any of their employees or officers makes any representation of any kind as to whether any person, party or other entity herein identified or referred to in any way is subject to, in or out of compliance with, or has any rights or obligations pursuant to any law or regulation.

Show 10 entries

<table>
<thead>
<tr>
<th>Site Id</th>
<th>Site Name</th>
<th>Street</th>
<th>City</th>
<th>County</th>
<th>Region</th>
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</thead>
</table>

No matching records found

Showing 0 to 0 of 0 entries (filtered from 529 total entries)
## Soil pH Content


<table>
<thead>
<tr>
<th>pH TEST RESULTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
</tr>
<tr>
<td>Location:</td>
</tr>
<tr>
<td>JOB #:</td>
</tr>
<tr>
<td>Date Tested:</td>
</tr>
<tr>
<td>BY:</td>
</tr>
<tr>
<td>Soil Boring</td>
</tr>
<tr>
<td>B-13</td>
</tr>
</tbody>
</table>

---

Sandip Dahal  
Project Engineer

(708) 429-1685 • 7350 Duvan Drive • Tinley Park, IL 60477 • FAX (708) 429-1689  
www.seeco.com
BOILING LOG

CLIENT: City of Joliet

PROJECT: Project 2: Rosalind Street and Fairview Avenue Water System Interconnection

ENGINEER: Strand Associates, Inc.

LOCATION: SWC of Rosalind St. and Fairview Ave. Intersection, Joliet, IL

<table>
<thead>
<tr>
<th>DEPTH ELEVATION</th>
<th>SAMPLE NO.</th>
<th>SAMPLE TYPE</th>
<th>SAMPLE REC.</th>
<th>SOIL CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>12' FILL: SAND AND GRAVEL, Dark Brown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>HS</td>
<td>1</td>
<td>SS 66</td>
<td>(CL)</td>
</tr>
<tr>
<td>SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Very Stiff, Moist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0</td>
<td>HS</td>
<td>2</td>
<td>SS 72</td>
<td>(CL)</td>
</tr>
<tr>
<td>(Sample 2: pH=6.83)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5</td>
<td>HS</td>
<td>3</td>
<td>SS 39</td>
<td></td>
</tr>
<tr>
<td>CLAYEY SANDY GRAVEL, Brown and Gray, Medium Dense, Moist</td>
<td></td>
<td></td>
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<tr>
<td>10.0</td>
<td>HS</td>
<td>4</td>
<td>SS 78</td>
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</tr>
</tbody>
</table>

End of Boring @ 10.0 Feet.

Note:
1) All the soil samples were screened with a MiniRae 3000 OVM photo-ionization detector (PID) and utilizing offactory senses and no petroleum odors were observed in this boring with all PID readings 0.0 PPM.

Unconfined Compressive Strength, Tons/ft²

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>FL</td>
<td>MC</td>
<td>LL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

STD "N" PENETRATION BLOWS PER FT.

| 10 | 20 | 30 | 40 | 50 |

Calibrated Penetrometer Unconfined Compression

SEECO Consultants, Inc.
7350 Duvan Drive, Tinley Park, IL 60477

Boring Started: 12/12/19
Boring Completed: 12/12/19
Driller: EN
Rig: D-50

Approved GG Job No. 12390G

Drawn By SD Sheet 1 of 1