

SPECIFICATIONS
FOR
SIDEWALK REPLACEMENT PROGRAM

Village of Posen
2440 Walter Zimny Dr.
Posen, IL 60469

July 8th, 2019

Project must be completed no later than Friday Oct. 18, 2019

CONTENTS

	Page #
ADVERTISEMENT FOR BIDS	3
INFORMATION FOR BIDDERS	5
BID DOCUMENT AND BOND	13
AGREEMENT	19
NOTICE OF AWARD	24
NOTICE TO PROCEED	25
PAYMENT AND PERFORMANCE BONDS	26
SUPPLEMENTARY CONDITIONS	34
GENERAL REQUIREMENTS	37
WORK CHANGE DIRECTIVE FORM	44
SPECIAL PROVISIONS:	45
SPECIFICATIONS	48
PROJECT FUNDING - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS AND FORMS	00990 1-52
SPECIAL PROVISIONS	SP 1-17
ADDITIONAL REQUIRED ATTACHMENTS	ARA 1-6
REQUIRED CERTIFICATIONS	RC 1-21
APPENDIX	A154-180

ADVERTISEMENT FOR BIDS

PROJECT:	SIDEWALK REPLACEMENT PROGRAM
BID DATE:	Tuesday August 6th, 2019
BID TIME:	5:00 P.M.
BIDS RECEIVED BY OWNER:	Village of Posen 2440 Walter Zimny Dr. Posen, IL 60469
BID OPENING:	Sealed bids will be publicly opened and read aloud at the Village of Posen 2440 Walter Zimny Drive Posen, Illinois. Wednesday August 7th rd , 2019 at 10:00am
PROJECT DESCRIPTION:	Removal and replacement of sidewalks throughout the Village of Posen
DOCUMENTS:	Plans, specifications, and bid forms may be obtained and inspected at the Village of Posen, Posen, IL 60469.
CONDITIONS:	Bids will be on a total sum basis, segregated bids are not acceptable. Contractors for work under this Bid will obligate Contractor and subcontractors not to discriminate in employment practices.
BID SECURITY:	All bids must be accompanied by a bank draft, cashier's check, certified check, or bid bond payable to the Village of Posen for 10 percent of the total amount of the bid.
PREVAILING WAGES:	Any contract or contracts awarded under this advertisement for bids are expected to be funded by a Community Development Block Grant (CDBG) from the Cook County Department of Commerce and Economic Opportunity. Minimum salaries and fringes to be paid on the contract(s) shall be in accordance with the prevailing wage rate scale established by the United States Department of Labor (DOL) and Illinois Department of Labor (IDOL), such wage rate determinations are included in the project specifications. The minimum wages to be paid on the project shall be the higher of the wage scale established by either the Federal or State wage rates. Attention is called to the fact that not less than the minimum salaries and fringes as set forth in the Contract Documents must be paid on the contract, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin or other protected class.

DRUG FREE
WORK PLACE

Contractors must comply with the Drug Free Workplace Act
(Source: P.A. 86-1459.).

This invitation is given and published pursuant to authorization and
direction of the Village of Posen. The Village of Posen reserves the right
to reject any or all Bids or to waive any informalities in the bidding.

By Order of the Village Clerk,
Village of Posen
Melanie Myers

INSTRUCTIONS TO BIDDERS

1. Defined Terms

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

2. Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Village Clerk. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within thirty days after opening of Bids as stipulated by the Invitation to Bid.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor Village Clerk assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER'S request written evidence, such as financial data, previous experience, present commitments and other such data that may be called for below or in the supplementary Instructions. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

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

4.2 Reference is made to the supplementary conditions for identification of:

4.2.1. Those reports of exploration and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations, or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

OWNER will make copies of such reports and drawings available to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

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

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in paragraph 4.2 and 4.3 of the General Conditions.

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

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

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

4.8 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 is premised upon

performing and furnishing the Work required by the Contract Documents and such means, methods., techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.9 All enquiries and questions about the contract documents are to be made in writing, preferably by email, sent to Kevin Szewczyk- Project Coordinator at: kszewczyk@villageofposen.org

5. Interpretations and Addenda

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

6. Bid Security

Each Bid must be accompanied by Bid security made payable to OWNER in an amount of **ten percent** of the Bidder's maximum Bid price and in the form of a certified check or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of paragraph 5.1 of the General Conditions.

6.2 The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids, which are not competitive, will be returned within seven days after the Bid opening.

7. Contract Time

The times for substantial Completion and final completion are set forth in the Agreement. It will be necessary for the successful Bidder to satisfy OWNER of Bidder's ability to achieve substantial completion and final completion within the times designated in the Agreement.

8. Liquidated Damages

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

9. Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, until after the Effective Date of the Agreement.

10. Subcontractors, Suppliers and Others

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without any change in Bid price.

If apparent Successful Bidder declines to make any such substitution, OWNER may award contract to the next lower Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2 In contracts where the Contract Price is on the basis of Cost-of-the-work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

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

11. Bid Form

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Village of Posen.

11.2 All blanks on the Bid Form must be completed in ink or by a typewriter.

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

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

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

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

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

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. Modifications and Withdrawal of Bids

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

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

15. Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for forty-five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contact

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

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

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

16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

16.6 If the lowest Bid received exceeds the available funding, the OWNER reserves the right to negotiate the deduction of items necessary to meet funding limits with the lowest Bidder prior to award of contract.

16.7 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

17. Contract Security

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

18. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within fifteen days thereafter CONTRACTOR shall

sign and deliver the required number of counterparts of the Agreement to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

19. Sales and Use Taxes

OWNER is exempt from Illinois State Sales and Use Taxes on materials and equipment to be incorporated in the Work (exemption No.E9996-1725-02). Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

20. Retainage

Provisions concerning retainage and CONTRACTOR'S rights to deposit securities in lieu of retainage are set forth in the Agreement.

21. Waivers of Lien

CONTRACTORS shall hold OWNER safe and free from all claims and liens and shall deliver to the OWNER waivers of lien and CONTRACTOR'S affidavit, short form, embracing the labor and materials included in payments as requested by the Contractor.

22. Prevailing Wage

All work done under this Contract shall be subject to Illinois laws relating to Prevailing Wages and Illinois Preference to Citizens on Public Works and Arbitration. Burden for compliance with these laws rests with the contractor.

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a weekly basis to the project administrator in charge of the construction project, along with a statement of compliance affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. Refer also to Section 17 of General Requirements.

Effective January 1, 2010, all contractors shall provide written notice to its subcontractors of their duty to comply with the prevailing wage rate. The contractor shall provide the Village with verification of such notice.

The Village of Posen will be receiving federal dollars from a Community Development Block Grant (CDBG) from the Illinois Department of Commerce and Economic Development (DCEO) to financially assist with sidewalk improvements in the Village.

The Project Funding section must be reviewed in its entirety. The applicable Davis Bacon Wage Rate Determination is included at the end of this section, along with the State Prevailing Wage Rate Determination. All applicable forms need to be completed and included as part of the overall contract documents. NO FORMS NEED TO BE SUBMITTED AS PART OF THE BID PACKET.

If there are any questions regarding the attached forms, please contact Kevin Szewczyk, the Project Coordinator at 708-389-0139. More details and review of the CDBG requirements will be discussed at the pre-construction conference with the awarding contractor.

Thank you for your assistance in adhering to the CDBG Grant guidelines.

23. Drug Free Workplace

All work done under this Contract must comply with the Drug Free Workplace Act (Source: P.A. 86-1459.).

BID

Project Identification: **SIDEWALK REPLACEMENT PROGRAM**

Contract Identification and Number: **NA**

This Bid is submitted to:
Village of Posen
2440 Walter Zimny Drive
Posen, Illinois 60469

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with owner in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. 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 forty-five days after the day of Bid opening. BIDDER WILL SIGN AND SUBMIT THE AGREEMENT with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that;
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accept the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- f. BIDDER has correlated the results of all such observations, examinations, visits to the site, investigations, explorations, tests, data, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- i. Bidder is familiar with and is satisfied as to all federal, state and local laws and Regulations that may affect cost, progress, performance and finishing the work.

4. Bidder will complete work for the costs indicated in the table as follows:

SIDEWALK REPLACEMENT PROGRAM 2019					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	TOTAL \$
	Sidewalk Removal and Replacement				
1	Remove sidewalk 5-7" thick at various locations	SF	10,000		
9	Concrete testing: slump, air and compressive strength in accordance with IDOT specification	Sum	1		
	TOTAL BASE BID				
	ALTERNATE ITEMS				
	PHASE II - COMMERCE STREET				
A1	Remove sidewalk 5-7" thick at various locations	SF	1800		
A2	5" thick sidewalk with colored broom finish concrete at various locations	SF	2000		
A3	Remove and replace 9" thick crosswalks with colored broom finish concrete, including steel	SF	400		
A4	Remove and replace 9" thick crosswalks with colored broom finish concrete, including steel dowels at 24" centers	SF	500		
A5	Remove and replace 24" curb and gutter, including steel dowels	LF	20		
A6	Detectable warnings - cast iron	SF	25		
A7	Paver band removal including concrete base and drainage material and stacking on palettes	SF	1500		
A8	Wood ramp/walkways with handrail to allow access to property - minimum of four walkways	Sum	1		
A9	Apply single coat of high solids sealer to existing sidewalk	SY	1500		
	TOTAL ALTERNATES				

All specific cash allowances are included in the price (s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

5. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with paragraphs 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following document is attached to and made a condition of this Bid:

Required Bid security in the form of_____.

7. Communications concerning this Bid shall be addressed to the address of the BIDDER indicated below.

The following address:

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

Submitted on_____, 20 ____

Respectfully submitted:

Signature

Title

License Number
(If Applicable)

Address

Date

(SEAL if BID is by a corporation)

Attest: _____

BID BOND

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

_____ as Principal and

_____ as Surety are

hereby held and firmly bound unto _____ as OWNER

in the penal sum of _____ for the

payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas

the Principal has submitted to _____

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their property officers, the day and year first set forth above.

Principal (Legal Seal)

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the in the year **2019** by and between the VILLAGE OF POSEN, Illinois (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

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

1. Work

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

SIDEWALK REPLACEMENT PROGRAM

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

SIDEWALK REPLACEMENT PROGRAM

2. ENGINEER

The project has been designed by City Engineer, Village of Posen who is hereinafter called ENGINEER and who is 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 condition with completion of the Work in accordance with the Contract Documents.

3. Contract Time

3.1 The Work will be substantially completed **four weeks after the commencement date** and completed and ready for final payment in accordance with paragraphs 14.13 of the General Conditions. **Commencement date will be Monday 1st April 2019 and substantial completion will be Friday 28th June 2019.**

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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 a penalty) CONTRACTOR shall pay OWNER **two hundred dollars (\$200.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. Contract Price

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds for the bid price of \$.....

5. Payment Procedures

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

5.1 Progress Payment. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payment will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold:

90% of Work completed. If Work has been 80% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be a reduction in the retainage on the remaining progress payments prior to Substantial Completion in an amount equal to 95% of the Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payment to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

6. Interest

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

7. CONTRACTOR Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations.

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

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical condition which are identified in the Supplementary Conditions and accepts the determination of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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

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

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

8. Contract Documents

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

8.1 This Agreement.

8.2 Exhibits to this Agreement.

8.3 Performance and Payment Bonds.

- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Requirements.
- 8.7 Supplementary Requirements
- 8.8 Project Funding - CDBG Grant Requirements**
- 8.9 Specifications bearing the title:

SIDEWALK REPLACEMENT PROGRAM

- 8.10 Drawings, consisting of a cover sheet and sheets numbered 1-5, inclusive with each sheet bearing the following general title:

SIDEWALK REPLACEMENT PROGRAM

- 8.11 Addenda number ____ through ____ inclusive with each sheet bearing the following general title:

SIDEWALK REPLACEMENT PROGRAM

- 8.12 CONTRACTOR'S Bid and Bid Security.
- 8.13 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.
- 8.15 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

9. Miscellaneous

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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 by ENGINEER on their behalf.

This Agreement will be effective on **2019.**

OWNER

CONTRACTOR

Village of Posen

By _____

By _____

Mayor

(Corporate Seal)

(Corporate Seal)

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Village of Posen
2440 Walter Zimny Dr.
Posen, IL 60469

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process

(If CONTRACTOR is a Corporation, attach evidence of authority to sign.)

NOTICE OF AWARD

Dated:

To:

OWNER'S Project No.: **NA**

Project: **SIDEWALK REPLACEMENT PROGRAM**

Contract No: **N/A**

Contract for: **SIDEWALK REPLACEMENT PROGRAM**

* * * * *

You are notified that your Bid dated **2019** for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for

Base Bid

(Indicate total work, alternates or sections of Work awarded)

The Contract Price of your contract is \$.....

Three copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by

1. You must deliver to the OWNER three fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1), and Supplementary Conditions (paragraph SC-5.4)
3. List other conditions precedent: None.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement.

Village of Posen (Owner)

By: _____
(Authorized Signature - Mayor)

NOTICE TO PROCEED

Dated:

To:

OWNER'S Project No.: **NA**

Project: **SIDEWALK REPLACEMENT PROGRAM**

OWNER'S Contract No.: **N/A**

Contract for: **SIDEWALK REPLACEMENT PROGRAM**

* * * * *

You are notified that the Contract Time under the above contract will commence to run on **Wednesday 14th August 2019**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion will be **Friday 18th October 2019**.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER) certificates 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 return two signed copies of this Notice to proceed to the ENGINEER of record.

(CONTRACTOR)

(Authorized signature)

(Title)

Village of Posen

By _____
(Authorized signature)

(Title)

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name & Address):

SURETY Name and principal
Place of Business)

OWNER:

Village of Posen
2440 Walter Zimny Dr.
Posen, IL 60469

CONSTRUCTION CONTRACT

Date _____

Amount _____

Description (Name and Location)

BOND

Date (Not earlier than Construction Contract Date) _____

Amount \$ _____

Modifications to this Bond Form _____

1. The CONTRACTOR and the Surety, jointly and severally; bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless the OWNER from all claims, demands, liens, or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the CONTRACTOR and the Surety, and provided there is not owner Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to claimants under this Bond until;

4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1 Have furnished written notice the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial assurance, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the 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 the Surety under this Bond, subject to the OWNER'S priority to use the fund for the completion of the work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the claimant gave the notice required by subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER, or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the 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.

15.2. Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the OWNER which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL
Company (Corp. Seal)

SURETY
Company (Corp. Seal)

Signature

Signature:

Name and Title

Name & Title

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR

SURETY

OWNER:

Village of Posen
2440 Walter Zimny Dr.
Posen, IL 60469

CONSTRUCTION CONTRACT

Date _____

Amount _____

Description (Name & Location)

BOND

Date (Not earlier than construction contract Date) _____

Amount _____

Modifications to this Bond Form _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Construction Contract, which is incorporate herein by reference.
2. If the CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in subparagraph 3.1.
3. If there is no Owner Default, the surety's obligation under this Bond shall arise after:

3.1 The OWNER has notified the CONTRACTOR and the Surety at its address described in Paragraph 10 below, that the OWNER is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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 rights, if any, subsequently to declare a Contractor Default; and

3.2 The OWNER has declared a Contractor Default and formally terminated the CONTRACTOR'S right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Subparagraph 3.1; and

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

4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract; or

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the OWNER the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR'S default; or

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

4.4.1 After investigation, determination the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligation under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Subparagraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under Paragraph 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirements 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 here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Construction Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance

or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract.

12.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.

12.4 Owner Default: Failure of the OWNER; which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL
Company (Corp. Seal)

SURETY
Company (Corp. Seal)

Signature

Signature

Name and Title

Name and Title

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemental remain in full force and effect.

SC-1

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) have the meanings assigned to them in the General Conditions.

SC 5.4

The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions shall provide the following coverage's for not less than the following amounts or greater where required by Laws and Regulations:

5.4.1. and 5.4.2: Workers' Compensation, etc., under Paragraphs 5.4.1 and 5.4.2 of the General Conditions:

(1)	State:	Statutory
(2)	Applicable Federal (e.g., Longshoreman's):	Statutory
(3)	Employer's Liability	Bodily Injury by Accident - \$1,000,000 Each Accident Bodily Injury by Disease - \$1,000,000 Each Employee Bodily Injury by Disease - \$1,000,000 Policy Limit

5.4.3, 5.4.4, and 5.4.5: Contractor's Liability Insurance under Paragraphs 5.4.3 through 5.4.5 of the General Conditions which shall also include completed operations and product liability coverage's:

(1)	General Aggregate (except products-completed operations)	\$3,000,000
(2)	Products-Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury (per person/organization)	\$1,000,000

(4)	Each Occurrence (bodily injury and property damage	\$1,000,000
(5)	Property Damage Liability insurance will provide explosion, collapse, and underground coverage's which applicable	Provide X, C, U Standard
(6)	Excess Liability:	
	General Aggregate	\$3,000,000
	Each Occurrence	\$1,000,000

5.4.6: Automobile Liability:

Combined Single Limit (bodily injury and property damage)	\$1,000,000 each accident
---	---------------------------

SC 5.6

Delete Paragraph 5.6 of the General Conditions in its entirety and insert the following in its place.

5.6 CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other person or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.

5.6.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.6 shall comply with the requirements of GC-5.8.

Revised 4/20/2018

GENERAL REQUIREMENTS

1. Drawings and Specifications

1.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the lawful and proper execution of the Work in accordance with the latest edition of the **IDOT Standard Specifications for Road and Bridge Works, Standard General Conditions of the Construction Contract and Village of Posen Specifications** unless otherwise specified, and all incidental work necessary to complete the Project in an acceptable manner, ready for lawful use, occupancy or operation by the Village of Posen.

1.2 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the City Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2. Materials, Services and Facilities

2.1 It is understood that, except as otherwise specifically stated in the specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

2.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

2.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

3. Inspection and Testing

3.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, and as may be further required and defined in the Contract Documents.

3.2 The Contractor shall provide at his expense the testing and inspection services required by this specification.

3.3 If the specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

3.4 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

3.5 The City Engineer and his representatives will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

3.6 If any Work is covered contrary to the written instructions of the City Engineer it must, if requested by the City Engineer, be uncovered for his observation and replaced at the Contractor's expense.

3.7 If the City Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the City Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the City Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

4. Surveys, Permits, Regulations

4.1 The Contractor shall hire, at his expense, a licensed surveyor to furnish all boundary surveys and establish all base line staking for locating all component parts of the Work together with a suitable number of bench marks adjacent to the Work.

4.2 From the information provided, unless otherwise specified, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

4.3 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction's, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

4.4 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the City Engineer in writing, and any necessary changes shall be adjusted as provided in "Changes in the Work".

5. Protection of Work, Property and Persons

5.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contractor Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

5.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City Engineer or owner, shall act to prevent threatened damage, injury or loss. He will give the City Engineer prompt Written Notice of any significant changes in the Work or deviations from the specifications caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved, provided that such emergency did not arise in whole or in part as a result of any act or omission of Contractor, any of its Subcontractors or any of the persons directly or indirectly employed by any of them.

6. Supervision

6.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

7. Changes in the Work

7.1 The Village of Posen may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement.

7.2 The City Engineer, also may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer.

8. Correction of Work

8.1 The Contractor shall promptly remove from the premises all work rejected by the City Engineer for failure to comply with the Specifications, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Specifications and without expense to the Village of Posen and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

8.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Village of Posen may remove such Work and store the materials at the expense of the Contractor.

9. Insurance

9.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

9.1.2 Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

9.1.3 Claims for damages because of bodily injury occupational sickness or disease, or death of his employees;

9.1.4 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

9.1.5 Claims for damages insured by usual personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

9.1.6 Claims for damages because of injury to or destruction of tangible property, including loss or use resulting there from.

9.2 Certificates of Insurance acceptable to the Village of Posen shall be filed with the Village of Posen prior to commencement of the Work. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Village of Posen.

9.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as hereinafter specified:

9.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Refer to Supplementary Conditions for written limits of liability.

9.4 The contractor shall procure and maintain, at his own expense during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's compensation Insurance, including occupational disease provisions for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's compensation Insurance, including occupational disease provisions for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

9.5 The contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Village of Posen. The policy shall name as the insured the Contractor and the Village of Posen.

10. Indemnification

10.1 The Contractor will indemnify and hold harmless the Village of Posen and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

10.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

11. Engineer's Authority

11.1 The City Engineer shall act as the Village of Posen's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The City Engineer will make visits to the site and determine if the Work is proceeding in accordance with the specifications.

12. Guarantee and Security

12.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Village of Posen may do so and charge the Contractor the cost thereby incurred.

12.2 A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Village of Posen, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney. Contractor shall guarantee the work for a period of one (1) year from date of final acceptance of the Work and the Performance Bond furnished by Contractor shall run for a like period.

12.3 The Performance Bond and Payment Bond shall be executed prior to construction in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the specifications and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, in the amount of the bonds supplied by such surety to not exceed the maximum amount shown for such surety in such publications. The expense of these Bonds shall be borne by the Contractor.

13. Barricades

13.1 The Contractor shall erect barricades as required to protect traffic during the course of work in or along the traveled portion of a street, alley or highway. Approval for placement of barricades shall be obtained from the appropriate authority.

14. Periodic and Final Cleanup

14.1 From time to time or as may be ordered by the City Engineer and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the Owner, the Work may be done by the Owner and the cost thereof be charged to the Contractor. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the City Engineer and Village of Posen.

15. Final Inspection

15.1 A meeting at the job site shall be arranged by the City Engineer for the purpose of Final Inspection. The Contractor's representative(s) in charge of overall field supervision will be required to attend. The purpose of the meeting shall be to determine whether the project is completed to the satisfaction of all parties. Any unsatisfactory items shall be documented in a letter to the Contractor for action. At this time the Village of Posen will determine if the said alley will be open, as well as whether the issuance of the Building Occupancy permit will be approved.

16. Additional Work

16.1 All additional work to be in accordance with latest edition of IDOT Standard Specification for Road and Bridge Construction detailed in Section 109. No additional work can be completed without authorization from the City Engineer. Contractor will inform Village immediately or within 24 hours of any proposed change to the contract. Payment method will be agreed before additional work is completed and be based on unit prices, agreed lump sum or force account with hours agreed immediately or within 24 hours of proposed work. Force Account Form (see example) detailing the hours for labor and equipment is to be completed and submitted to City for approval within 24 hours of the proposed work being identified. When force account work is completed a breakdown of the labor, equipment and materials costs described in Section 109.04 is to be submitted to the City. No payment for the force account work will be authorized until the breakdown sheet is received and approved.

Revised 4/10/2014

VILLAGE OF POSEN WORK CHANGE DIRECTIVE

THIS FORM MUST BE COMPLETED ON SAME DAY AS WORK IS AGREED AND/OR COMPLETED

WORKS ORDER #

DATE:

PROJECT NAME:

CONTRACTOR:

CONTRACTOR'S REPRESENTATIVE:

DESCRIPTION OF EXTRA WORK:

METHOD OF PAYMENT:

PAYMENT METHOD	CHECK ONE	PAYMENT DETAILS (UNIT COSTS, AMOUNT)
UNIT PRICES		
LUMP SUM		
FORCE ACCOUNT		USE EXTRA WORK ORDER / TIME AND MATERIAL RECORD FORM PER IDOT STANDARD SPECIFICATIONS

ESTIMATED/AGREED CHANGE IN CONTRACT PRICE AND CONTRACT TIME:

CONTRACT PRICE: \$

CONTRACT TIME (DAYS):

COMMENTS – ADDITIONAL INFORMATION:

VILLAGE OF POSEN REPRESENTATIVE:

CONTRACTORS REPRESENTATIVE

.....City Engineer
Signature and Title

.....
Signature and Title

WCR 2/26/10

SPECIAL PROVISIONS TO SPECIFICATIONS

These specifications supplement the latest editions of “**Standard Specifications for Water and Sewer Construction in Illinois**”, “**IDOT Standard Specifications for Road and Bridge Works**”, “**Standard General Conditions of the Construction Contract**” and “**City Specifications**”.

GENERAL NOTES:

1. **All work must be completed by Friday 18th October 2019**
2. **All work is expected to be funded by a Community Development Block Grant (CDBG) from the Illinois Department of Commerce and Economic Opportunity. Contractor must comply with all CDBG requirements detailed in the attached guidelines.**
3. **Contractor will be responsible for Quality Control (QC) testing of concrete in accordance with IDOT Road and Bridge Standard Specifications. City will complete Quality Assurance (QA) testing.**
4. All locations for removal/replacement and new items will be marked by City Staff. Drawing #1 shows approximate location and extent of sidewalk and crosswalk to be replaced.
5. **Contractor can only work in one block, on one side of the street at any time and will not be allowed to proceed to next block until all work is complete and sidewalk open for public use. Contractor will be responsible for maintaining pedestrian access around work areas by combination of barricades, cones and information signs.**
6. Unit cost for all new or replacement construction items will include for adjustment of all utilities, including adjusting valve boxes and other utility covers.
7. Unit cost for all new or replacement construction items will include for removal and disposal of all excavated material and site clearance of trees, vegetation and other debris.
8. New construction will match construction of existing surfaces on either side of area to be replaced. Unit cost will include for all saw-cutting of hard surfaces to allow construction to adjacent surfaces.
9. Unit cost for 5 inch thick sidewalk will include for minimum of 4 inch thick aggregate base and for 7 inch thick sidewalk base will be 6 inch thick aggregate base, with expansion material at start and finish and troweled control joints to match existing joints.
10. **Sidewalk to be normal standard concrete.**
11. Unit cost for sidewalk will include for placing closed cell expansion material around power poles, other utility features and property/building walls. Expansion at property/building walls will be tear-off closed cell foam type with flowable caulk placed to gap between wall and sidewalk, as detailed in attached drawing.
12. Unit cost for sidewalk will include for thickness of 5” and 7”. Sidewalks at crossing points and around detectable warnings and driveways to be 7” thick, while all other sidewalk to be 5” thick.
13. **Unit cost for sidewalk replacement will include for re-setting any brick pavers disturbed during removal and replacement of the sidewalk. All work to be in accordance with specification.**
14. Unit cost for curb/gutter will include for minimum of 8 inch thick aggregate base, epoxy coated ¾ inch (#6) steel dowels to adjoining curb and street at 24 inch centers, expansion material at start and finish and control joints to match street joints.

15. Unit cost for curb/gutter and sidewalk will include for placing closed cell plastic expansion material to adjacent sidewalk, junction with curb/gutter and building property wall.
16. **Unit cost for 9 inch thick concrete crosswalk or street replacement will include for 30 inch long #6 epoxy coated tie bars at 24 inch centers.**
17. Unit cost for excavation will include for all excavation and filling operations as indicated on the drawings. If there is the need for additional fill material or disposal of excess excavated material it will be responsibility of the contractor to include these items in the unit cost.
18. All steel reinforcement to be epoxy coated.
19. **All concrete surfaces to be sealed with two coats of high-solids sealer: first coat to be Sil-Act ATS 190 LV and second coat to be Diamond Clear (Euclid Chemical) or equal. Contractor to provide specification sheet.**
20. Contractor will provide four wooden walkways up to ten feet long with handrail on one side for pedestrian access to stores during entire construction work. Measurement to be on sum basis for four walkways.
21. Detectable warnings will be placed at each crossing location. Tile size to be 24" by 24" laid in accordance with IDOT specifications – see attached drawing. Material to be cast iron. Detectable warnings and sidewalk ramps to be constructed in same style and configuration as existing ramps.
22. Contractor is to include all traffic management and control, mobilization, bonds and insurance in their unit prices.
23. All ground disturbed during construction will be reinstated to its former condition.
24. Contractor is responsible for coordinating with all utilities regarding underground and overhead cables.
25. Erosion control, manufactured ditch check, compost filter sock or equal to be as specified in Illinois Urban Manual. All erosion control items will be included in contract unit costs unless otherwise stated in bid items.
26. Contractor must provide an insurance certificate when bid is awarded which complies with all requirements specified in Supplementary Conditions. NOTE: These insurance requirements have recently been updated with increased coverage.
27. Refer also to all construction specifications listed in drawings and specification section of General Requirements.
28. **All enquiries and questions about the contract documents are to be in writing, preferably by email, sent to Kevin Szewczyk- Project Coordinator at: kszewczyk@villageofposen.org**

TRAFFIC CONTROL

Contractor shall provide and include for all traffic controls including: signage, barricades, cones, hazard warning lights and traffic control lights to allow safe working during day and night. All traffic control will be in accordance with IDOT Standard Specifications latest edition.

EROSION CONTROL

All erosion control is to comply with details indicated in the plans and specifications and also to standards required by Illinois EPA Storm Water Pollution Prevention Plan (SWPPP), if required. Contractor is to be responsible, unless otherwise noted in the contract, for completing SWPPP and all related documentation, including but not limited to Notice of Intent, Daily Inspection Reports, Notice of Completion and all related fees.

ADDITIONAL WORK

All additional work to be in accordance with latest edition of IDOT Standard Specification for Road and Bridge Construction detailed in Section 109. No additional work can be completed without authorization from the City Engineer. Contractor will inform City immediately or within 24 hours of any proposed change to the contract. Payment will be agreed before additional work is completed and be based on unit prices, agreed lump sum or force account with hours agreed immediately or within 24 hours of proposed work. Force Account Form (see example) detailing the hours for labor and equipment is to be completed and submitted to City for approval within 24 hours of the proposed work being identified. When force account work is completed a breakdown of the labor, equipment and materials costs described in Section 109.04 is to be submitted to the City. No payment for the force account work will be authorized until the breakdown sheet is received and approved.

SPECIFICATIONS

1.0 CONCRETE CROSSWALK

Crosswalks to be replaced, including reinforcement, dowels, expansion material and joint detail.

All concrete for crosswalks to be Type B patch concrete (high strength early) in accordance with Section 1020 of IDOT Standard Specifications for Road and Bridge Works. Contractor to submit design mix for approval.

Include for provision of additional aggregate base course (CA-10) if original base course is removed during removal of concrete crosswalks.

All new concrete surfaces to be treated with two coats of high solids sealer applied in accordance with manufacturer's specifications.

Existing crosswalks at selected locations to be cleaned thoroughly with detergent and rinsed with jet washer, taking care not to damage concrete surface. Apply one coat of high solids sealer in accordance with manufacturer's instructions.

Refer also to separate specifications for Portland Cement Concrete Pavement, Aggregate Base course, Concrete, Joint Filler, Sealer, Expansion Material, Reinforcement and Placement of Concrete.

2.0 AGGREGATE BASE COURSE

Crushed aggregate base course shall consist of crushed stone or crushed gravel and be furnished in accordance with Section 1004 of the Standard Specifications for Road and Bridge Construction. Crushed aggregate base course shall conform to Gradation CA-6. Open graded base course shall conform to Gradation CA-11.

Base course shall be measured for payment in the street to 6 inches behind the curbs. Aggregate for base course for sidewalks and driveway aprons shall be considered incidental to the unit price bid for sidewalk or driveway aprons.

3.0 PORTLAND CEMENT CONCRETE PAVEMENT

All concrete shall conform to the requirements as called for in Section 1020 of the Standard Specifications for Road and Bridge Construction, unless otherwise specified. All concrete shall be normal set air entrained concrete with water reducing agent, Grade PV capable of producing a minimum compressive strength of 3,000 psi in 3 days.

As soon after finishing operations as the free water has disappeared, the concrete surface shall be sealed by spraying on it a uniform coating of curing material in such a manner as to provide a continuous water impermeable film on the entire concrete surface.

Liquid curing compounds shall conform to the requirements of the Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete, AASHTO Designation M148, Type 2, White Pigmented.

The material shall be applied to form a uniform coverage at the rate of not less than 1/2 gallon per 100 square feet of surface area.

Within 30 minutes after the forms have been removed, the edges of the concrete shall be coated with the curing compound, applied at the same rate as on the finished surface.

CONTRACTOR shall erect and maintain suitable barricades to protect the new concrete. Where it is necessary to provide for pedestrian traffic, the CONTRACTOR shall, at his own cost, construct adequate crossings as shown on the drawings or as specified. Crossing construction shall be such that no load is transmitted to the new concrete.

Any part of the work damaged or vandalized prior to final acceptance shall be repaired or replaced at the expense of CONTRACTOR.

Pedestrian traffic shall not be permitted over new concrete prior to 72 hours after application of curing material. Vehicular traffic shall not be permitted over newly placed concrete until a minimum compressive strength of 3,000 psi has been achieved.

When the atmospheric temperature exceeds 80°F during concrete placement, this section and ACI 305 shall apply in addition to all other sections of the specifications.

The temperature of the delivered concrete shall not exceed 85°F.

Care shall be exercised to keep mixing time and elapse time between mixing and placement at a minimum. Ready-mix trucks shall be dispatched in a timely manner to avoid delay in concrete placement, and the work shall be organized to use the concrete promptly after arrival at the job site.

The subgrade, forms, and reinforcing shall be sprinkled with cool water just prior to placement of concrete. Prior to placing concrete, there shall be no standing water or puddles on the subgrade.

If approved by ENGINEER, an admixture for retarding the setting of the concrete may be used.

Concrete shall be thoroughly tamped to remove all voids. The exposed surface shall be thoroughly troweled and finished with a brush at right angles to vehicular or pedestrian traffic. Handicap ramps shall be provided with detectable warning plates. All edges shall be rounded with a 1/4-inch radius edger. Honeycombed areas shall be pointed and rubbed with mortar to provide void-free surface.

Before final finishing, a 10-foot straight edge shall be used to check the surface. Any areas showing a variation of more than 1/4 inch from the straight edge shall be corrected. Final finishing shall be delayed a sufficient time so that excess water and grout will not be brought to the surface.

The cost for removal of existing concrete curb and gutter, sidewalk, driveway, and pavement shall be paid for according to the unit price bid for these items. Where a unit price is not provided for, the cost for these removals shall be included in the price Bid for adjacent street and utility construction.

Tie bars shall be installed where concrete pavement is to be installed adjacent to new curb and gutter. Tie bars shall be epoxy coated Grade 400 in accordance with Section 1006.10 of the Standard Specifications. Cost for tie bars installed in new curb and gutter shall be included in the unit price bid for Curb and Gutter. Tie bars installed in existing curb and gutter will be paid for according to the unit price bid.

Where shown on the drawings, concrete pavement shall be colored. Coloring admixture shall conform

to ASTM C979, synthetic mineral-oxide pigments, or colored water reducing admixtures; color stable, non-fading, and resistant to lime and other alkalis. CONTRACTOR shall provide sample color panel prior to construction for comparison with existing.

Color shall be introduced after the water and aggregate has been added to the concrete mix. Follow manufacturer's instructions.

Protect all adjoining surfaces from colored concrete and sealer with polyethylene as a minimum. Immediately following placing of concrete, apply a light broom finish to roadway and crosswalk paving areas in a perpendicular direction of traffic, or broadcast one light application of colored hardener to concrete surface to achieve a sandpaper look.

Apply clear sealer for colored pavements. Apply two coats in continuous operations according to manufacturer's written instructions. Allow first coat to dry before applying second coat.

All costs including labor, material, and other miscellaneous work associated with colored pavement shall be included in the unit price bid for 9-IN Colored Concrete Pavement.

4.0 REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

This work shall consist of removing curb and gutter, crosswalk, driveway and sidewalk pavement at locations as shown on plans or requested by ENGINEER. The work shall be performed according to Sections 406, 423, and 440. The pavement shall be saw-cut at the removal limits. The sawcuts shall be full depth and lines shall be straight and as close to perpendicular to traffic flow as possible. Removal shall include excavating enough earth or aggregate below the existing pavement to a depth that will permit construction of a full depth pavement.

5.0 REINFORCEMENT

Reinforcing bars shall comply with ASTM A 615, Grade 60. Steel wire shall comply with ASTM A 82. Welded wire fabric shall comply with ASTM A 185.

Reinforcing shall be bent cold in shop and all bends shall conform to ACI standards. Heating of reinforcement will not be permitted, and reinforcement shall not be bent or straightened in any manner that will injure the steel. Fabrication tolerances shall comply with CRSI Manual. Unless otherwise shown on the plans, all end hook dimensions shall conform with "ACI Standard Hooks."

6.0 CONCRETE

All cement used shall be Portland Cement Type 1 conforming to requirements of ASTM C150. The aggregate shall be well graded from coarse to fine. The maximum size aggregate shall be 1-1/2 inch for concrete pours thicker than 10 inches and 3/4-inch for pours 4 inches to 10 inches thick. All aggregate shall meet the requirements of ASTM C33. Water shall be clean and free from injurious amounts of oil, alkali, and organic matter.

Concrete shall have a 28-day minimum compressive strength of 4,000 psi, minimum cement content of six sacks per cubic yard, and a maximum of 5.5 gallons of total water per sack. The slump of the concrete shall be within the range of 2 to 3-1/2 inches. An air-entraining admixture conforming to ASTM C260, equal to "Darex", shall be used in all concrete to obtain 4% to 7% air content. A water reducer meeting ASTM C494 Type A requirements shall be included in the mix. Mixes shall be designed in accordance with ACI 211.1.

7.0 JOINT FILLER

Expansion joints shall have standard 1/2-inch closed cell foam expansion joint filler or equal; meeting ASTM D1752 -Type II. Exceptions to this are expansion joints in exterior concrete walks, and between concrete walks and other structures which shall be Sonneborn SL-1 or equal.

8.0 REINFORCEMENT

Comply with the specified standards for details and methods of placing reinforcement and supports. Clean reinforcement to remove loose rust, mill scale, earth, and other materials which reduce or destroy bond with concrete.

Splices in reinforcement shall be avoided wherever possible. Splices shall be Class B, Category 1 in accordance with ACI 318. Welded wire fabric shall be lapped at least one full mesh.

After reinforcement is placed, and before placing concrete over it, ENGINEER shall be allowed sufficient time to observe the reinforcing. All reinforcing must be securely positioned prior to placing concrete.

Minimum Reinforcing: Where reinforcing is not shown, provide a minimum of No. 4 at 8-inch centers each way in members 10 inches or less in thickness and No. 5 at 12-inch centers each way in each face in members greater than 10 inches thick.

9.0 PLACEMENT OF CONCRETE

Before placing concrete, all equipment, forms, ground, reinforcements, and other surfaces with which the concrete will come in contact are to be thoroughly cleaned of all debris, ice, and water. Ground shall be wetted prior to placement of concrete on it.

Ready mixed concrete shall be batched, mixed, and delivered in accordance with ASTM C94 and ACI

304. Concrete shall be deposited in approximately horizontal layers not to exceed 18 inches in

thickness.

Each layer shall be well worked into the preceding layer while both layers are still soft. All concrete shall be compacted with mechanical vibration equipment.

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. The maximum allowable lateral movement of the concrete after being deposited is three feet. When concrete placement is started, it shall be carried on as a continuous operation until the placing of the section or panel is completed.

When atmospheric temperature exceeds 80°F during concrete placement, the provisions of ACI 305 shall be followed.

Cold weather concreting shall conform to all requirements of ACI 306.1. Cold weather is defined as a period when, for more than three successive days, the average daily temperature drops below 40°F. The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight. When temperatures above 50°F occur during more than half of any 24 hour period, the period will no longer be regarded as cold weather.

After the curing period, the temperature of the concrete shall be reduced uniformly at a rate not to exceed 20°F per 24 hours. The use of salt or other chemical admixtures for the prevention of freezing is prohibited.

The top surfaces of floor slabs shall be screeded, floated, and then steel troweled to a smooth, dense finish. Exterior slabs shall then be broomed. All concrete surfaces shall have all fins, burrs, etc. removed by grinding, wire brushed, or tapping off with a hammer as required to be left in a smooth condition.

CONTRACTOR shall complete concrete testing in accordance with IDOT Standard Specifications for Road and Bridge Works, IL modified AASHTO, ASTM IL test procedure R60 or T119.. In no case shall a given concrete mix be represented by less than four cylinders for the entire job. A slump test conforming to ASTM C143 shall be performed for each pair of cylinders. An air test conforming to ASTM C231 (pressure method) shall be made for each pair of cylinders. All costs of additional testing and sampling of fresh or hardened concrete needed because of suspected or actual violation of the specifications shall be borne by CONTRACTOR. Acceptance of cast-in-place concrete will be based on performance of material tests to those specified. Concrete not meeting the specified range of slump and/or air will be rejected at the site. Concrete not meeting compressive strength requirements as demonstrated by test cylinders may be subject to removal or reduction in payment. ENGINEER shall receive a copy of the test results. All concrete testing costs shall be borne by CONTRACTOR.

When placing new concrete adjacent to existing concrete, the existing concrete shall be thoroughly roughened, cleaned and saturated with water 24 hours before pouring new concrete. Existing concrete is defined as concrete more than six months old. At time of new pour, remove any standing water and a bonding agent equal to THOROBOND by Standard Dry Wall Products, Inc., Soncrete by Sonneborn Contech Co., or equal shall be applied in accordance with manufacturer's recommendations.

When patching existing concrete, remove poor concrete until firm hard concrete is exposed, roughen and clean surface of the existing concrete and clean any exposed reinforcing bars, and pour new concrete. Concrete finish to match existing concrete. New concrete shall be 4,000 psi 28-day strength mixed with ACRYL 60 by Standard Dry Wall Products, Inc., Soncrete by Sonneborn Contech Co., or equal, mixed according to manufacturer's instructions. Concrete shall not be air entrained when patching concrete.

10.0 SEALING

All concrete surfaces to be sealed with two coats of high-solids sealer: first coat to be Sil-Act ATS 190 LV and second coat to be Diamond Clear (Euclid Chemical) or equal. Contractor to provide specification sheet.

At completion of project, clean surface thoroughly with detergent and rinse. Apply a second coat of sealer in accordance with manufacturer's instructions.

If detergent and rinse does not remove all dirt and staining, acid etch or shot blast surface to obtain clean and uniform surface. Apply two coats of sealer following manufacturer's directions.

CONTRACTOR is responsible for protection of floor slabs from staining or other damage during the construction period.

11.0 TRAFFIC CONTROL

Contractor shall provide all traffic controls including: signage, barricades, cones, hazard warning lights, flaggers and traffic control lights, to allow safe working during day and night. All traffic control to be in accordance with IDOT Standard Specifications latest edition.

The Village of Posen will be receiving federal dollars from a Community Development Block Grant (CDBG) from the Illinois Department of Commerce and Economic Opportunity (DCEO) to financially assist with sidewalk improvements in the downtown.

The following Project Funding section should be reviewed in its entirety. The applicable Davis Bacon Wage Rate Determination is included at the end of this section, along with the State Prevailing Wage Rate Determination. **All applicable forms need to be completed and included as part of the overall construction contract documents. NO FORMS NEED TO BE SUBMITTED AS PART OF THE BID PACKET.**

If you have any questions regarding the attached forms, please contact Sharon Pepin of Community Funding & Planning Services at (815)947-8224. More details and review of the CDBG requirements will be discussed at the pre-construction conference with the awarding contractor.

Thank you for your assistance in adhering to the CDBG Grant guidelines.

Department of Commerce and Economic Opportunity

CDBG Grant Requirements

INDEX

Various Grant Compliance Requirements.....	00990-1-3
Wage Determination and Proper Certification	00990-4-6
Equal Opportunity and Special Equal Opportunity Provisions.....	00990-7-8
Section 202 Equal Employment (EO 11246)	00990-9-10
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (EO 11246)	00990-11
Standard Federal Equal Employment Opportunity Construction Contract Specifications (EO 11246).....	00990-12-23
General Specifications.....	00990-24-30
Certification of Bidder Regarding Equal Employment Opportunity.....	00990-31
Certification of Bidder Regarding Section 3 and Segregated Facilities	00990-32
Certification by Proposed Subcontractor Regarding Equal Employment Opportunity	00990-33
Certification of Proposed Subcontractor Regarding Section 3 And Segregated Facilities.....	00990-34
Section 3 Plan Format	00990-35-36
Proposed Subcontracts Breakdown.....	00990-37
Estimated Project Workforce Breakdown	00990-38
Non-collusion Affidavit of Prime Bidder	00990-39
Non-collusion Affidavit of Subcontractor	00990-40
U.S. Department of Labor Poster	00990-41
Contractor's Certification Concerning Labor Standards And Prevailing Wage Requirements	00990-42-43
Subcontractor's Certification Concerning Labor Standards And Prevailing Wage Requirements	00990-44-45
Certificate from Contractor Appointing Officer of Employee To Supervise payment of Employees	00990-46
Instructions for Completing Payroll Form (Form WH-347)	00990-47-48
Payroll Form.....	00990-49-50
Instructions for Preparation of Statement of Compliance.....	00990-51
Record of Employee Interview.....	00990-52

CDBG REQUIREMENTS

Various Grant Compliance Requirements

1. Davis-Bacon Act: This act requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. Violation of the Davis-Bacon Act makes the contractor liable for unpaid wages and may result in the suspension of payments, contract termination and in suspension or debarment of the contractor from participation in federally funded projects.
2. Copeland Anti-Kickback Act: This act requires that workers be paid at least once a week and without deductions or rebates except as permissible deductions. Permissible deductions include taxes, deductions that the worker authorizes in writing, and those required by court processes. This act also requires contractors to maintain payroll records and submit weekly Statement of Compliance to the contracting agency. It applies to all contracts covered by Davis-Bacon.

Violation of the Copeland Anti-Kickback Act is a felony and may result in the termination of the contract or criminal prosecution by the U.S. Government.

3. Contract Work Hours and Safety Standards Act: This act requires that workers receive "overtime" pay at a rate of one and one-half times their regular hourly pay after they have worked (40) hours in one week. The act applies to all contracts covered by Davis-Bacon. Violation of this act makes the contractor liable for unpaid wages, liquidated damages of \$10.00 per employee per day of violation, and in cases of intentional violation, a fine of \$1,000 and/or six months imprisonment for each offense. Violations may also result in the termination of the contract. No laborer or mechanic will be required to work in surroundings under conditions which are unsanitary, hazardous or dangerous to his/her health and safety.
4. Fair Labor Standards Act: This act provides minimum wages for construction workers and requires compliance with Child Labor Standards. No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this contract.

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

Wage Determination

Applicable Wage Rate Decision is attached.

All employees are subject to the Wage Rates except – Project Superintendents, Project Engineers, Project Foremen (unless more than 20% of their time is spent performing duties of mechanics or laborers), Watchmen, Water Carriers, Messengers and Clerical Workers.

Truck drivers are covered if employed by a contractor, but not if employed by an actual supplier.

There is not “helper” classification. Contractor should inform all employees of their classification.

Apprentices-

- ❖ Must have proper papers from State or Department of Labor
- ❖ Must be supervised at all times
- ❖ Ratio for Apprentices to Journeyman must be 1 to 1
- ❖ If all of the above items are adhered to the apprentice can be paid at a lower rate

Split Classification-

Definition: Where one worker is working at more than one classification during a given week. The given worker will need to sign that payroll report when this occurs or a statement from the employee should be included with the payroll submission.

If there are any job classifications which the contractor feels cannot be conformed to the classifications in the wage decision, a request for an Additional Wage classification is available and is submitted by the Prime Contractor to the Department of Labor.

Proper Certification

Every subcontractor is required to comply with all the requirements being discussed. Each subcontractor must have a written contract. Prime contractor must make sure all subcontractors are not debarred from Federal projects. If the subcontractor fails to comply, the prime contractor will be held responsible and the prime contractor payments could be affected.

The *Federal Employee Tax Identification (FEIN) number for all contractors and subcontractors must be provided to the CDBG administrator.*

Posting

The wage decision and additional classifications, and Davis-Bacon posters must be on the project site. They must be protected from the weather and visible to the public. The CDBG Administrator will supply the posters.

Fringe Benefits

The contractors are required to pay fringe benefits either in cash or through a bona fide fringe benefit program. The minimum fringe benefits are included in the wage decision. The CDBG Administrator requires a copy of the contractor's fringe benefits program – AND – evidence of fringe payments for EACH worker on the job. If the value of fringes and the wage rate paid do not meet the minimum rates provided in the wage rate decision, the contractor must pay the difference.

Fringe benefits include Vacation and Holiday only when they are part of a bona fide program or when the employer has an employee manual that lists the vacation and holiday pay. In any other case, special permission would be needed from HUD to include them.

Weekly Payroll Submission

All contractors and subcontractors must submit weekly payrolls to the CDBG Administrator. The payrolls must include the Statement of Compliance and must be signed. Payrolls should be submitted within ten days of the payroll period. Payrolls must be numbered sequentially. Payroll and Certificate of Compliance forms, and instruction sheets, are enclosed.

The employee's name, address and social security number should appear on the payroll for the first week that the employee works. Work classifications should be made to conform to the wage decision. Apprenticeship papers should accompany the first payroll for that apprentice. Straight and overtime hours worked should be reported. The project and the location should be identified on the payroll. Letters of "no work" are needed for any weeks where the contractor does not perform work. The last payroll should indicate "FINAL".

Payroll and related records must be kept for a period of three years after project completion.

All contractors and/or subcontractors must submit a "Certificate Appointing Officer or Employee to Supervise Payment of Employees". The signature of this form must be the signature that appears on each Statement of Compliance. This form must be submitted before or with the first payroll.

Rates of Pay

Definition: Not less than the minimum wage for the classification, which includes the fringe benefits.

Overtime must be paid at a rate of 1 ½ times the base rate paid and straight time for the value of the fringe benefits. Overtime required after 40 hours BUT the State Wage Rate may require over 8 hours. The CDBG Administrator is only enforcing the Federal Rate, but that doesn't mean that the contractor doesn't have to meet the State Requirements. The Contractor needs to review both Federal and State prevailing wage rates

Apprentices should be paid fringe benefits based upon their step level and indenture. Wages for apprentices are also based upon their step level.

If an underpayment occurs, the CDBG administrator will notify the contractor and explain what steps they need to take to make the payment to the employee and provide proof to the grant administrator.

Employee Interviews

Employer must inform each employee that they are subject to being interviewed on the job. Interview data will be compared with the payroll reports to verify information provided by the contractor and/or subcontractor and is consistent with both the project's federal prevailing wage rate determination and payroll forms.

Pay Request

CDBG grant funds usually take 2 to 3 weeks to obtain after the Grant Administrator submits the pay request to the State. Pay requests are received by the Grant Administrator from the Project Engineer after they have been approved.

EQUAL OPPORTUNITY

The contractors must be made aware of the following equal opportunity requirements.

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

Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Executive Order 11246 regarding Affirmative Action with regard to equal employment opportunities and non-discrimination policies (including Certification of Non-Segregated Facilities) is also required. Full contents of EO11246 was contained in their contract documents. Summary descriptions are as follows:

Executive Order 11246: (Contracts greater than \$10,000). Section 202 Equal Opportunity Clause: Contractor shall not discriminate against any employee or applicant on the basis of race, color, religion, sex, or nation origin. Goals for minority and female participation in the work force are included in the bid spec.

Certification of Non-Segregated Facilities: The contractor cannot maintain or provide or permit his employees to work at any location where segregated facilities are maintained.

“Section 3 of the Housing and Urban Development Act of 1968” compliance is necessary for the purpose of the provision of training, employment, and business opportunities. Contractor is encouraged to hire and train local residents (as appropriate) and to purchase local goods or services.

All contractors should refer to the EEO provisions in the contract documents, as well as their signed Section 3 Plan, in the event that they plan to hire a worker or a subcontractor for this job.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

(Applicable to federally-assisted construction and
Related subcontracts \$10,000.00 and under)

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

1. The contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.
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 to race, color, religion, sex, or national origin.
3. The contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SECTION 202 EQUAL OPPORTUNITY (EO11246)

(Applicable to contracts/subcontracts exceeding \$10,000.00)

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

- A. 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.
- B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the DOD and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, the contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order the Secretary of Labor, or as otherwise provided by law.

- G. The contractor will include the provisions of the sentence immediately preceding paragraph 1. And the provisions of paragraphs 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 DOD 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 DOD, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The grantee 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 grantee 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 grantee 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 grantee 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 addition, the applicant agrees that if it fails or refuses to 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 assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EO 11246)**

(Applicable to contracts/subcontracts exceeding \$10,000.00)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation	Goals for female participation
0.5%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

- C. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered are" is in the Village of Posen, Cook County, Illinois. 00990-11

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EO 11246)**

(Applicable to contracts/subcontracts exceeding \$10,000.00)

A. As used in these specifications:

1. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
3. "Federal Employer Identification Number" (FEIN) means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation through membership and participation or community identification).

B. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees.

The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The contractor shall implement the specific affirmative action standards provided in paragraphs A. through O. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following.
 - 1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female of-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under B. above.
6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

8. Disseminate the contractor's EO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to see or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

17. Covered construction contractors performing contracts in geographical area where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contacting officers.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (A. through O.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under A. through O. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for, all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- K. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancelation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

Affirmative Action for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.
3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees with disabilities and applicants for employment, and the rights of applicants and employees.
4. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment individuals with disabilities.
5. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

Affirmative Action for Disable Veterans and Veterans of the Vietnam Era

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for the employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship.
2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

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

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance or referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for the on-the-job training under 38 U.S.C. 1787. The Contractor

Shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

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

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

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

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

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

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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-to-moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. The parties to this contract will certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those of whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in termination of this contract for default or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

139. NONSEGREGATED FACILITIES

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

140. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

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

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

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

141. AMERICANS WITH DISABILITIES ACT

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

GENERAL SPECIFICATIONS

GENERAL CONDITIONS

PART II

(Federal Labor Standards Provisions)

201. APPLICABILITY

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

202. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipate 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 Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

203. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to funds/or programs for any type of fringe benefit prescribed in the applicable wage determination.

204. ANTICIPATE COSTS OF FRINGE BENEFITS

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

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

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

206. APPRENTICES AND TRAINEES

- a. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2, below or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeymen hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.
- b. *Trainees.* Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. *Equal Employment Opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

207. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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

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

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

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

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

210. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

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

211. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

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

212. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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

213. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

214. QUESTIONS CONCERNING FEDERAL STATUTES AND REGULATIONS

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

215. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with the instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor

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

216. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

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

217. INELIGIBLE SUBCONTRACTORS

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

218. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

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

219. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

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

HUD-950.1(11.78)
(Revised 4/01)

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

Village of Posen
Sidewalk Improvements Project
CDBG Grant #1506-095

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract if this is a Section 3 project
- b. No segregated facilities will be maintained as required by Title IV of the Civil Rights Act of 1964.

Name and Title of Signer (Print or Type)

Signature ,

Date

(Revised 4/01)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR

Village of Posen PROJECT NUMBER
Sidewalk Improvements Project
CDBG Grant #1506-095

INSTRUCTIONS

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

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

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Village of Posen
Sidewalk Improvements Project
CDBG Grant #1506-095

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Print or Type)

Signature

Date

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower-income residents and businesses located within the Village of Posen_____.

- a. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- b. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- c. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- d. *To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- e. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- f. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- g. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- h. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- i. To list on Table A, information related to subcontracts.

*Loans, grants, contracts and subsidies for less than \$100,000 will be exempt.

Section 3 Plan (cont'd)

- j. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of _____ **Company**
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

Not Required

PROPOSED SUBCONTRACTS BREAKDOWN - TABLE A

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

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

*The Project Area is coextensive with the City/Village/County of _____'s boundaries.

Company

Project Name

Project Number

EEO Officer (Signature)

Date

Not Required

ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B

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

*Lower Income Project Area residents.

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

COMPANY

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois)
County of Cook) ss.

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

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

(Signed)

(Name & Title)

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

(Notary Public)

My commission expires _____.

(Revised 4/01)

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____) ss.

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

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

(Signed) _____

(Title)

Subscribed and sworn to before me

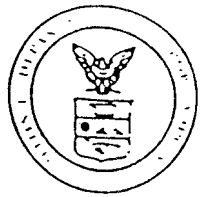
this ____ day of _____, _____

(Notary Public)

My commission expires: _____.

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects



MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

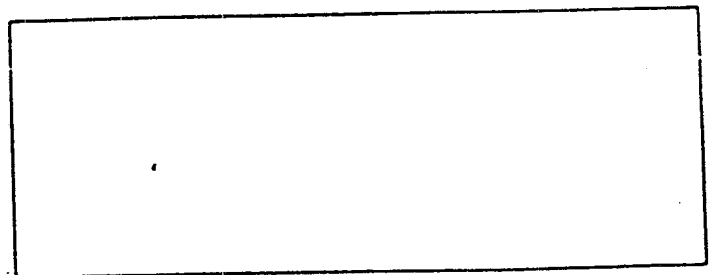
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:



or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration



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

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):

Date

Project Number (if any)

c/o Village of Posen
2440 Walter Zimny Dr.
Posen, IL 60469

Project Name

Sidewalk Improvements Project
#1506-095

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

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

2. He certifies that:

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

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

4. He certifies that:

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

HUD-1421(6-75)

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

WARNING

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

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

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS

<hr/> TO (APPROPRIATE RECIPIENT)	<hr/> DATE
<hr/> C/O Village of Posen 2440 Walter Zimny Dr. Posen, IL 60469	<hr/> PROJECT NUMBER (IF ANY)
<hr/> PROJECT NAME	
<hr/> Sidewalk Improvements Project	
<hr/> #1506-095	
<hr/> (CONTRACTOR or SUBCONTRACTOR)	
<hr/> for	
<hr/> (NATURE OF WORK)	
in the amount of \$ _____ in the construction of the above-identified project, certifies that:	
a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.	
b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).	
c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.	
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.	
The workmen will report for duty on or about _____ (Date)	
3. He certifies that:	
a. The Legal name and the business address of the undersigned are:	
b. The undersigned is:	
<input type="checkbox"/> A SINGLE PROPRIETORSHIP <input type="checkbox"/> A CORPORATION ORGANIZED IN THE STATE OF _____	
<input type="checkbox"/> A PARTNERSHIP <input type="checkbox"/> OTHER ORGANIZATION (DESCRIBED):	
c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:	
NAME	TITLE
ADDRESS	
<hr/>	
<hr/>	
<hr/>	
<hr/>	

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Subcontractor: _____

By: _____ Date: _____
(Signature)

WARNING

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENT OF EMPLOYEES

GRANTEE Village of Posen GRANT # #1506-095
Project Name Sidewalk Improvements Project Date _____
Location Posen, Cook County, Illinois

(I)(We) hereby certify that (I am)(we are) the (prime contractor) (subcontractor) for *1 _____ in connection with the above mentioned construction project, and that (I) (we) have appointed *2 _____, whose signature appears below, to supervise the payment of (my)(our) employees, beginning *3 _____. This person is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which he/she is to execute with (my)(our) full authority and approval until such time as (I)(we) submit to the *4 _____ a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

(Name of Firm or Corporation)

Attest (if required):

Name (Type or Print)

By

Name (Type or Print)

(Signature)

By

(Signature)

(Title)

By

(Title)

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointment be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

*1 Specify "General Construction", "Plumbing", "Roofing", etc.

*2 Name of employee, typed or printed.

*3 Date

*4 Grantee, General Contractor, or Subcontractor

INSTRUCTIONS FOR COMPLETING PAYROLL FORM (FORM WH-347)

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

General: The use of WH-347, payroll form, while not mandatory, is suggested. This form has been made available for the convenience of contractors and subcontractors required by their federal or federally-aided construction-type contracts and subcontracts to submit weekly payrolls.

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

Address: Fill in your firm's address.

Column 1 – Name, Address and Social Security Number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. If the employee moves before the project end date, include the updated address on the next payroll submitted.

Column 2 – Withholding Exemptions: This column is not a requirement

Column 3 – Work Classifications: List classification descriptive of work actually performed by employees. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 – Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 40 hours per week.

Column 5 – Total: Self-explanatory.

Column 6 – Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$325/40. This is of assistance in correctly computing overtime. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. Payment of not less than time and one half the base or regular rate paid is required for overtime under the Contractor Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds or programs, or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage rate made part of the contract.

FRINGE BENEFITS – Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to these employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contract who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage rate. Inasmuch as it is not necessary to pay time and one half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of this statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exception shall be noted in Section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds or programs in amounts less than the wage rate required is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds or programs as fringes. The contractor shall pay and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable wage rate) worked on federal or federally-assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 – Gross Amount Earned: Enter the gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the federal or federally-assisted project and then the gross amount earned during the week on all projects, thus \$63.00/120.00.

Column 8 – Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column. Show actual total under "Total Deductions" column, and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

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

Statement Required by Regulations Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See deductions column in the payroll." See paragraph entitled "Fringe Benefits" on the previous page for instructions concerning filling out paragraph 4 of this statement.

NAME OF CONTRACTOR

OR SUBCONTRACTOR

ADDRESS

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS						(9)	
												TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																	
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		

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

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

Under the amended Davis Bacon Law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by the payment of the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes. Each contractor should complete a Statement of Compliance with the fringe benefit provisions.

The contractor should show on the face of his/her payroll all monies paid to the employees whether at basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that s/he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage rate of the Secretary of Labor shall continue to show on the face of his/her payroll the basic cash hourly rate and overtime rate paid to his employees, just as s/he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that s/he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his/her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage rate. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage rate requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid to plans, funds, or programs as fringes.

Record of Employee Interview

Department of Housing
and Urban Development



Labor Standards

OMB Approval No. 2501-0009 (Exp. 4-30-88)

Project Number	Contractor or Subcontractor (Employer)					
Project Name						
1. Name of Employee						
2. Home Address and Zip Code						
3. Last Date You Worked on Project Before Today?	Number of Hours Worked on Project on that Date?					
4. Your Hourly Pay Rate?						
\$						
5. Your Job Classification(s)?	Apprentice?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Yes	No		
Yes	No					
6. Your Duties?						
7. Tools or Equipment Used?						
8. Paid at Least Time and One-Half for All Hours Worked in Excess of 40 in a Week? (If overtime premium pay is not required, enter "inapplicable")	Yes	No				
9. Ever Threatened, Intimidated, or Coerced into Giving Up Any Part of Pay?	Yes	No				
10. Duties Observed by Interviewer						
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Yes	No		
Yes	No					
11. Remarks (Continue on reverse if necessary)						
12. Signature of Interviewer	Date of Interview					
Payroll Examination						
13. Remarks (Continue on reverse if necessary)						
14. Signature of Payroll Examiner	Date					

Previous Edition is Obsolete

HUD-11(9-86)

SPECIAL PROVISIONS

For Federally-Funded
& Cook County CDBG-
Funded Projects

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
EQUAL EMPLOYMENT OPPORTUNITY	02 - 11
- <i>Notice of Requirement for Affirmative Action to Ensure EEO</i>	
- <i>Equal Opportunity Clauses</i>	
- <i>Standard Federal Equal Employment Opportunity Construction Contract Specs</i>	
SECTION 3 CLAUSE	12 - 13
LABOR STANDARDS	13 - 14
- <i>Davis-Bacon Act (DBA)</i>	
- <i>Contract Work Hours and Safety Standards Act (CWHSSA)</i>	
- <i>Copeland Act (Anti-Kickback Act)</i>	
- <i>Fair Labor Standards Act (FLSA)</i>	
PROVISIONS & REQUIRED PERFORMANCE	14 - 15
- <i>Clean Air Act of 1970 and The Federal Water Pollution Control Act Provision</i>	
- <i>Architectural Barriers Act of 1968 Provision</i>	
- <i>Record Keeping and Inspections</i>	
STANDARD ADMINISTRATION DEPARTMENT OF LABOR EMPLOYMENT MINIMUM WAGES FOR FEDERAL & FEDERALLY ASSISTED CONST.	16 - 17
- <i>General Wage Determination Decisions</i>	
- <i>Modifications & Supersedes to General Wage Determination Decisions</i>	
- <i>New General Wage Determination Decisions</i>	

ADDITIONAL REQUIRED ATTACHMENTS:

FEDERAL LABOR STANDARDS PROVISIONS (Attachment)

SPECIAL PROVISIONS FOR MINORITY & WOMEN BUSINESS ENTERPRISE (Attachment)

REQUIRED CERTIFICATIONS:

Equal Employment Opportunity Certification

Certification of Bidder Regarding Equal Employment Opportunity Debarment
& Suspension Certification

Certificate Regarding Lobbying

The following Special Provisions should be used for all construction bids and contracts where federal grant funds are being used in whole or in part.

All 4 Certifications listed above MUST be signed and submitted at the time of bid or the bid can be disqualified.

EQUAL EMPLOYMENT OPPORTUNITY
41 CFR Chapter 60

The following notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2 (a):

**Notice of Requirement for Affirmative Action to Ensure Equal
Employment Opportunity (Executive Order 11246)**

1. The Offer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

TRADE	TIMETABLE	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	TIMETABLE		GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
Asbestos Workers	Until Further Notice	8.6 to 10.3	4/1/7 9	- 3/31/8 0	5.0
Bricklayers	"	16.3 to 18.2	"	"	"
Carpenters	"	11.0 to 18.2	"	"	"
Electricians	"	10.9 to 12.2	"	"	"
Elevator Installers	"	9.6 to 11.5	"	"	"
Glaziers	"	10.2 to 12.2	"	"	"
Ironworkers	"	14.0 to 16.0	"	"	"
Metal Lathers	"	10.0 to 12.0	"	"	"
Painters	"	10.3 to 12.1	"	"	"
Plumbers	"	9.4 to 10.9	"	"	"
Pipefitters	"	9.4 to 10.9	"	"	"
Plasterers	"	24.4 to 25.8	"	"	"
Roofers	"	18.0 to 20.0	"	"	"
Sheetmetal Workers	"	9.5 to 11.3	"	"	"
Sprinkler Fitters	"	8.3 to 9.9	"	"	"
Operating Engineers	"	15.7 + above	"	"	"

These goals are applicable to all the Contractor's construction Work (whether or not it is Federal or federally assisted) performed in the coverage area. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall

make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the State of Illinois, County of Cook.

Equal Opportunity Clauses

41CFR
60-1.4(a)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency 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 vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

41 CFR
60-1.4(b)

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, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, Contract, loan, 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 consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations and 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 his books, records, and accounts by the Department 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be 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 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 (1) 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 Department 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 Department, the Contractor may request the United States to enter such litigation to protect the interest 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 Department and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its 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 Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Department 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 refusal 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.

In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

**Standard Federal Equal Employment Opportunity Construction Contract
Specifications (Executive Order 11246)**

1. As used in these specifications:
 - a. "Covered Area means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - I. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - II. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

- III. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - IV. American Indian or Alaskan Native (all persons having original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization and Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as

Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it any advertising in the news media, specifically including minority and female news median, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including a circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of

a contractor association, joint contractor union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted a fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the

degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application to other laws establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

SECTION 3 CLAUSE

24 CFR, Part 135.20 and Grant Agreement

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and

subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

Note: Contractors are required to submit a Section 3 Affirmative Action Plan within 15 days of award of Contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

LABOR STANDARDS

Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000.00 for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Work Hours and Safety Standards Act (CWHSSA) Coverage threshold for overtime and health and safety provisions.

The *Federal Acquisition Streamlining Act of 1994* amends sections 103 and 107 of the Contract Work Hours and Safety Standards Act (CWHSSA) to establish a single threshold excluding single contracts of \$100,000 or less from CWHSSA overtime and health and safety provisions. (Previously, CWHSSA overtime thresholds were \$2,000 for construction work and \$2,500 for Federal purchases and contracts other than construction.) The new threshold became effective October 1, 1995.

For contracting agencies the effect of the threshold increase will primarily result in reduced procurement burdens on purchases of \$100,000 or less. Contractors will continue to be obligated to pay weekly overtime under the Fair Labor Standards Act (FLSA).

Other changes involve overtime provision enforcement activities. FLSA enforcement authority resides solely with the Department of Labor (DOL). Complaints and violations relative to FLSA overtime compensation must be referred to the DOL for further review and disposition. HUD staff and program clients (PHAs/IHAs, CDBG grantees) are still responsible for ensuring contractor compliance with prevailing wage requirements. Where the complaints or violations involve both FLSA overtime and prevailing wages, early consultation with the DOL should occur to determine the most appropriate means to pursue both aspects to resolution.

Proposed language to conform applicable regulations to the statutory amendments was published by the DOL on September 7, 1995. (See *Federal Register*, Vol. 60, No. 173, Pgs 46553-46556.)

Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPR's) and regulates permissible payroll deductions.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The Department of Labor (DOL) has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

OTHER PROVISIONS AND REQUIRED PERFORMANCE

Clean Air Act of 1970 and The Federal Water Pollution Control Provision

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

Architectural Barriers Act of 1968 Provision

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) requirement that the design of any facility constructed comply with the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped," Number A-117.1 – 1961, as modified.

Record Keeping and Inspections (Required Performance)

During the performance of this Contract, the Contractor agrees that the municipality, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the propose of making an audit, examination, excerpts, and transcriptions.

**STANDARDS ADMINISTRATION DEPARTMENT OF LABOR EMPLOYMENT MINIMUM WAGES
FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION PROJECTS OVER \$2,000.00**

General Wage Determination Decisions

General Wage Determination Decisions of the Secretary of Labor Specify in accordance with applicable law and on the basis of information available to the Department of Labor from its study of local wage conditions and from other sources, the basic hourly wage rates and fringe benefit payment which are determined to be prevailing for the described classes of laborers and mechanics employed in construction activity of the character and in the localities specified therein.

The determinations in these decisions of such prevailing rates and fringe benefits have been made by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 FR 306 following Secretary of Labor's Order No. 24-70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of Code of Federal Regulations,

Procedure for Predetermination of Wage Rates, (37 FR 21138) and of Secretary of Labor's Order's, 12-71 and 15-71 (36 FR 8755, 8756). The prevailing rates and fringe benefits determined in these decisions shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Good cause is hereby found for not utilizing notice and public procedure thereon prior to the issuance of these determinations as prescribed in 5 U.S. C. 553 and not providing for delay in effective date as prescribed in that section, because the necessity to issue construction industry wage determination frequently and in large volume causes procedures to be impractical and contrary to the public interest.

General Wage Determination Decisions are effective from their date of publication in the **FEDERAL REGISTER** without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued subsequent to its publication date shall be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable Federal prevailing wage law and 29 CFR Part 5. The wage rates contained therein shall be the minimum paid under such contract by contractors and subcontractors on the work

Modifications & Supersedes to General Wage Determination Decisions

Modifications and Supersedes Decisions to General Wage Determination Decisions are based upon information obtained concerning changes in prevailing hourly wage rates and fringe benefit payment since the decisions were issued.

The determinations of prevailing rates and fringe benefits made in the Modifications and Supersedes Decisions have been made by authority of the Secretary of Labor pursuant to the

provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR 1.1 (including the statutes listed at 36 FR 306 following Secretary of Labor's Order No. 24-70) containing provisions for the payment of wages which are dependent upon determination by the Secretary of Labor under the Davis-Bacon Act; and pursuant to the provisions of Part 1 of Subtitle A of Title 29 of Code of Federal Regulations, Procedure for Predetermination of Wage Rates, (37 FR 21138) and of Secretary of Labor's Order 13-71 and 15-71 (36 FR 8755, 8756). The prevailing rates and fringe benefits determined in foregoing General Wage Determination Decisions, as hereby modified, and/or superseded, shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged in contract work of the character and in the localities described therein.

Modification and Supersedes Decisions are effective from their date of publication in the **FEDERAL REGISTER** without limitation as to time and are to be used in accordance with the provisions of 29 CFR Parts 1 and 5.

Any person, organization, or governmental agency having an interest in the wages determined as prevailing is encouraged to submit wage rate information for consideration by the Department. Further information and self-explanatory forms for the purpose of submitting this

data may be obtained by writing to the U.S. Department of Labor, Employment Standards Administration, Office of Special Wage Determinations, Washington, D.C. 20210. The cause for not utilizing the rule-making procedures prescribed in 5 U.S.C. 553 has been set forth in the original General Wage Determination Decision.

New General Wage Determination Decisions

The newest General Wage Determination Decision for Illinois and 6/22/2018, which is attached made part of this special provision.

ADDITIONAL REQUIRED ATTACHMENTS

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/w hd/f orm s /w h347inst r. htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U. S. Criminal Code, Section 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."

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 U S C 3701 et seq.

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

COOK COUNTY CONTRACT COMPLIANCE SPECIAL PROVISIONS FOR MINORITY AND WOMEN BUSINESS ENTERPRISE

Responding to a Bid for Proposal

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due.

Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

Letter of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Petition for Partial or Full Reduction of Participation

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

REQUIRED CERTIFICATIONS

**Equal
Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of
Housing and Urban
Development**

Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 9/30/2016)

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, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, 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 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 (1) 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

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In 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

200.410Definition 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.

200.420Equal 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 invoked 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 vendor. 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 vendor 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.

200.425Modification 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.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None Required ☐
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer – please type)

Signature

Date

Certification Regarding Debarment and Suspension

U.S. Department
of Housing and
Urban
Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Certification (A)

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

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant 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 entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

1. The prospective lower tier participant 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant 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 lower tier participant 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 lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant 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 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant 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.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

Applicant		Date
Signature of Authorized Certifying Official		Title

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

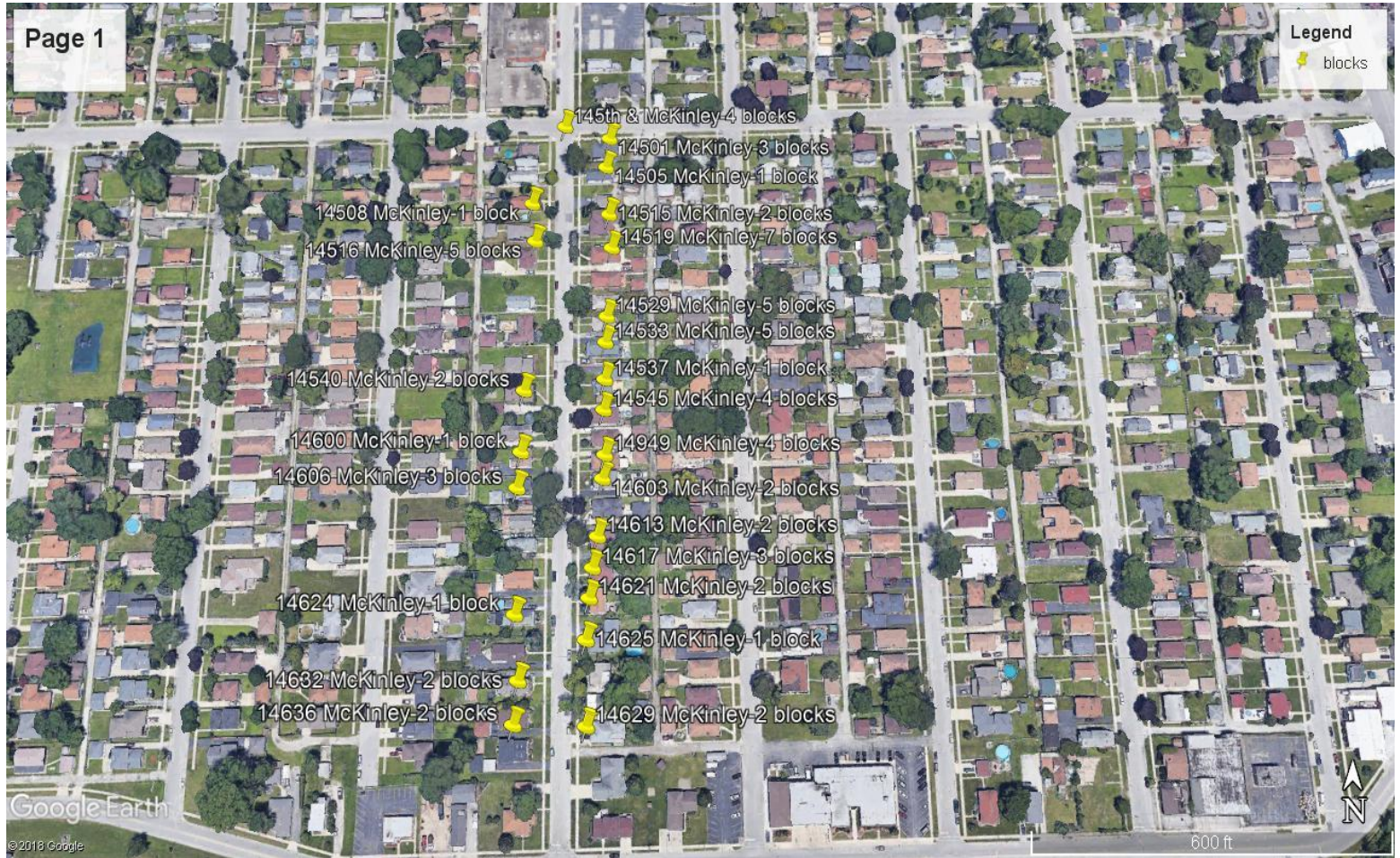
* APPLICANT'S ORGANIZATION	
<div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

APPENDIX

Additional Information

1. Leave trees, just remove roots.
2. Plywood parkways with $\frac{3}{4}$ " or greater prior to equipment being placed on it.
3. Project Manager, Kevin Szewczyk KSzewczyk@villageofposen.org, will determine if parkway conditions are suitable for work if rainy conditions exist.
4. Public works to repair areas adjacent to poured blocks from forms and stakes. All other damage to the parkway and/or lawn will be the responsibility of the contractor.
5. Mark sidewalk blocks for removal with white paint (dot) – have corresponding addresses and number of blocks for R & R.
6. Extra work will be add-on extras and be listed and priced by the contractor for R & R price per square foot.
7. All sidewalks will be replaced with a 5 $\frac{1}{2}$ inch stone base and 4 $\frac{1}{2}$ inches of concrete. Per Village Specs.
8. Each work area will be cleaned daily at end of work day.
9. After completion of each street, the contractor will provide a street sweeper to clean each work area (Project End).
10. Materials stored overnight on any street must be properly barricaded and removed the following day. No materials to be stored on street over weekends and holidays-staging across from the Village Hall.
11. Fibermesh added to the mix.
12. $\frac{1}{4}$ " expansion joints between blocks $\frac{1}{2}$ " expansion.
13. Testing – ASTM standard (pull every 20 yards for testing).
14. Each bag shall contain not less than ninety four (94) pounds net weight of cement, which shall be considered equivalent to one cubic foot (1 cu. ft. in proportioning the materials).
15. All cement shall be delivered on the work site in original packages and kept dry until used.
16. The sand shall be of the quality known as torpedo, and must be clean, dry, free from dust loam and dirt, and of the sizes ranging from one eighth inch ($\frac{1}{8}$ ") down to the finest, with the coarser particles predominating, in such proportions that the voids as determined by saturation shall not exceed thirty three (33) pounds per cubic foot. No wind-drifted sand shall be used.
17. The granite screenings shall be clean, free from dust, and of sizes ranging from one quarter inch ($\frac{1}{4}$ ") down to the finest.
18. The stone shall be of the best quality of broken limestone or other durable stone equally good for concrete purposes.
19. The gravel shall be of the best quality, and it shall be thoroughly washed.
20. The slag shall be of the best quality of crushed air-cooled blast furnace slag, and it shall be capable of producing a concrete that will develop a crushing strength equal to that of concrete made with similar proportions of broken limestone or washed gravel.
21. When delivered on the work site, the materials shall be deposited on flooring and kept clean until used in the concrete. The water shall be clean and free from harmful chemicals.
22. Any extra concrete work must be negotiated between the homeowner and contractor and will not be part of this contract.
23. To request **ALL** specs, contact Project Manager, Kevin Szewczyk KSzewczyk@villageofposen.org

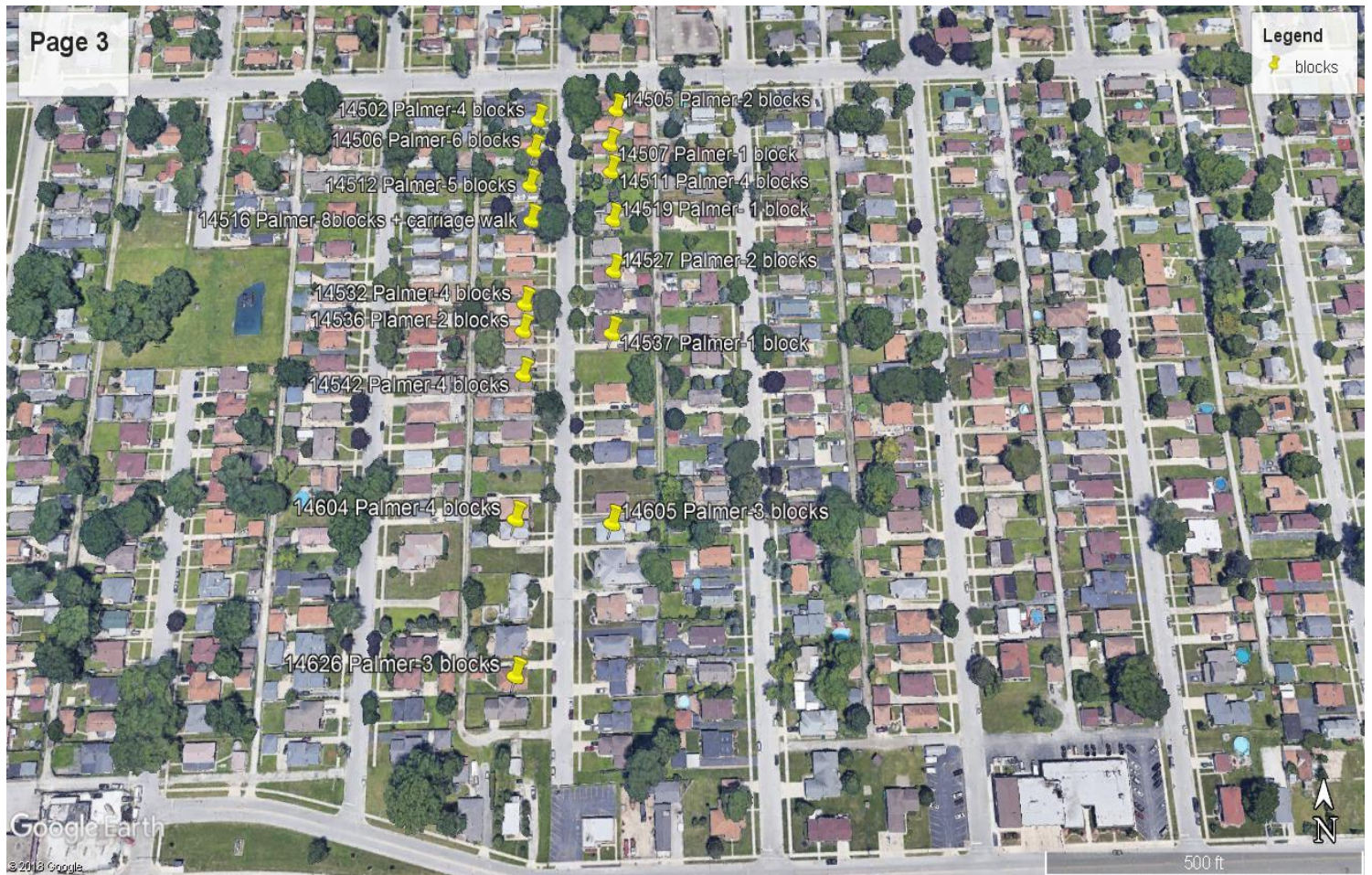
Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14629	McKinley	2		2
14625	McKinley		1	1
14621	McKinley	2		2
14617	McKinley	3		3
14613	McKinley	2		2
14603	McKinley	2		2
14549	McKinley	4		4
14545	McKinley	4		4
14537	McKinley		1	1
14533	McKinley	5		5
14529	McKinley	5		5
14519	McKinley	7		7
14515	McKinley	2		2
14505	McKinley		1	1
14501	McKinley	3		3
14508	McKinley		1	1
14516	McKinley	5		5
14540	McKinley	2		2
14600	McKinley		1	1
14606	McKinley	3		3
14624	McKinley		1	1
14632	McKinley	2		2
14636	McKinley	2		2
145th & McKinley	McKinley	4		4



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14417	McKinley	2		2
14409	McKinley	9		9
144th & McKinley	McKinley	12		12
144th & Campbell	Campbell (West)	5		5
14343	McKinley	3		3
14337	McKinley	2		2
14335	McKinley	5		5
14317	McKinley	12		12
14309	McKinley	2		2
14336	McKinley	4		4



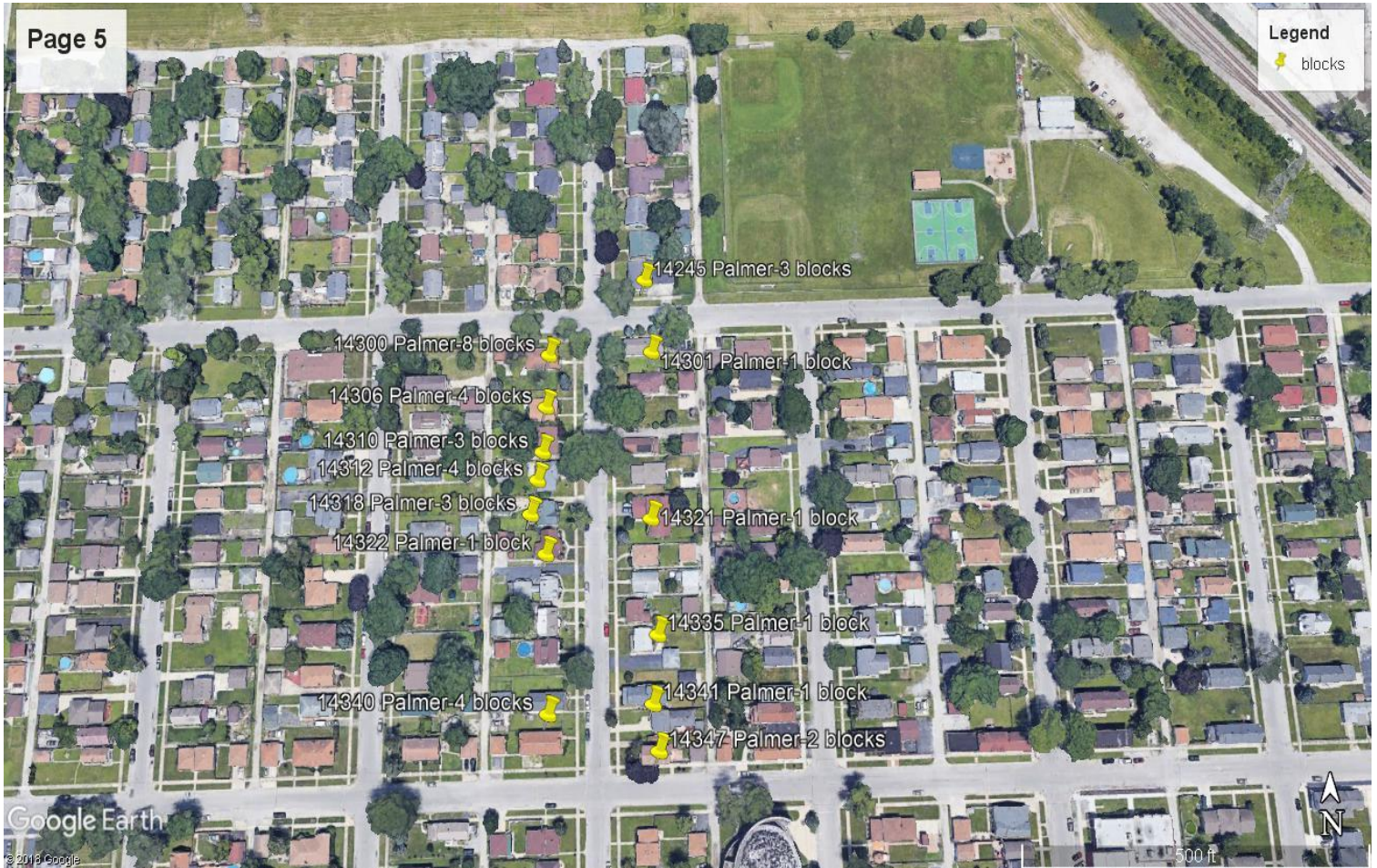
Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14626	Palmer	3		3
14604	Palmer	4		4
14605	Palmer	3		3
14542	Palmer	4		4
14536	Palmer	2		2
14537	Palmer		1	1
14527	Palmer	2		2
14532	Palmer	4		4
14516	Palmer	8+ carriage walk		8+carriage walk
14512	Palmer	5		5
14506	Palmer	6		6
14502	Palmer	4		4
14505	Palmer	2		2
14507	Palmer		1	1
14511	Palmer	4		4
14519	Palmer		1	1



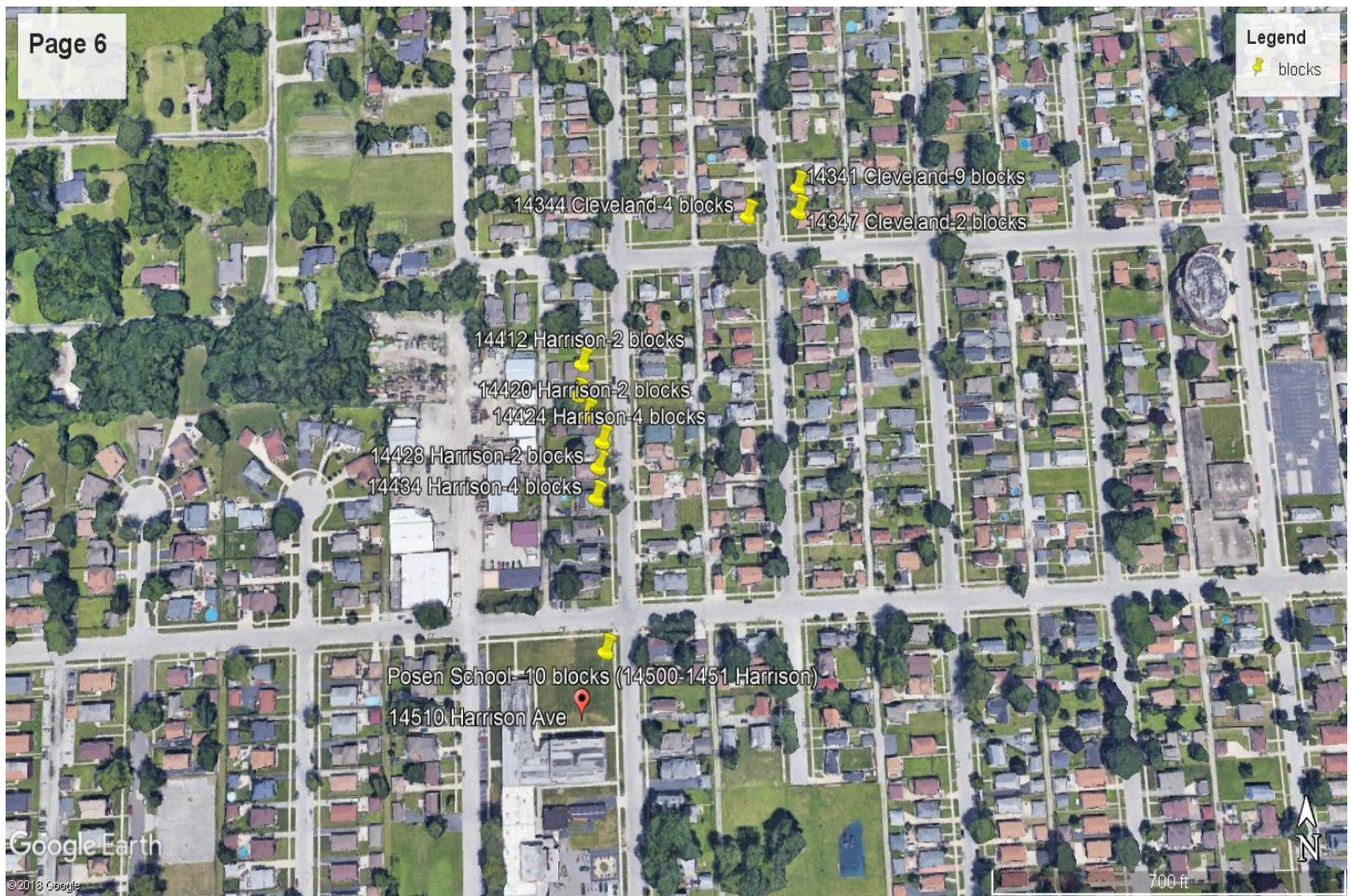
Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14447	Palmer	8		8
14439	Palmer	7	1	8
14435	Palmer	2		2
14431	Palmer	7		7
14423	Palmer	8		8
14411	Palmer		1	1
14406	Palmer	3		3
14422	Palmer	8		8
14426	Palmer	3		3
14430	Palmer	3		3
14442	Palmer	5		5
14444	Palmer	3		3



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14347	Palmer	2		2
14341	Palmer		1	1
14335	Palmer		1	1
14321	Palmer		1	1
14301	Palmer		1	1
14245	Palmer	3		3
14300	Palmer	8		8
14306	Palmer	3	1	4
14310	Palmer	3		3
14312	Palmer	4		4
14318	Palmer	3		3
14322	Palmer		1	1
14340	Palmer	4		4



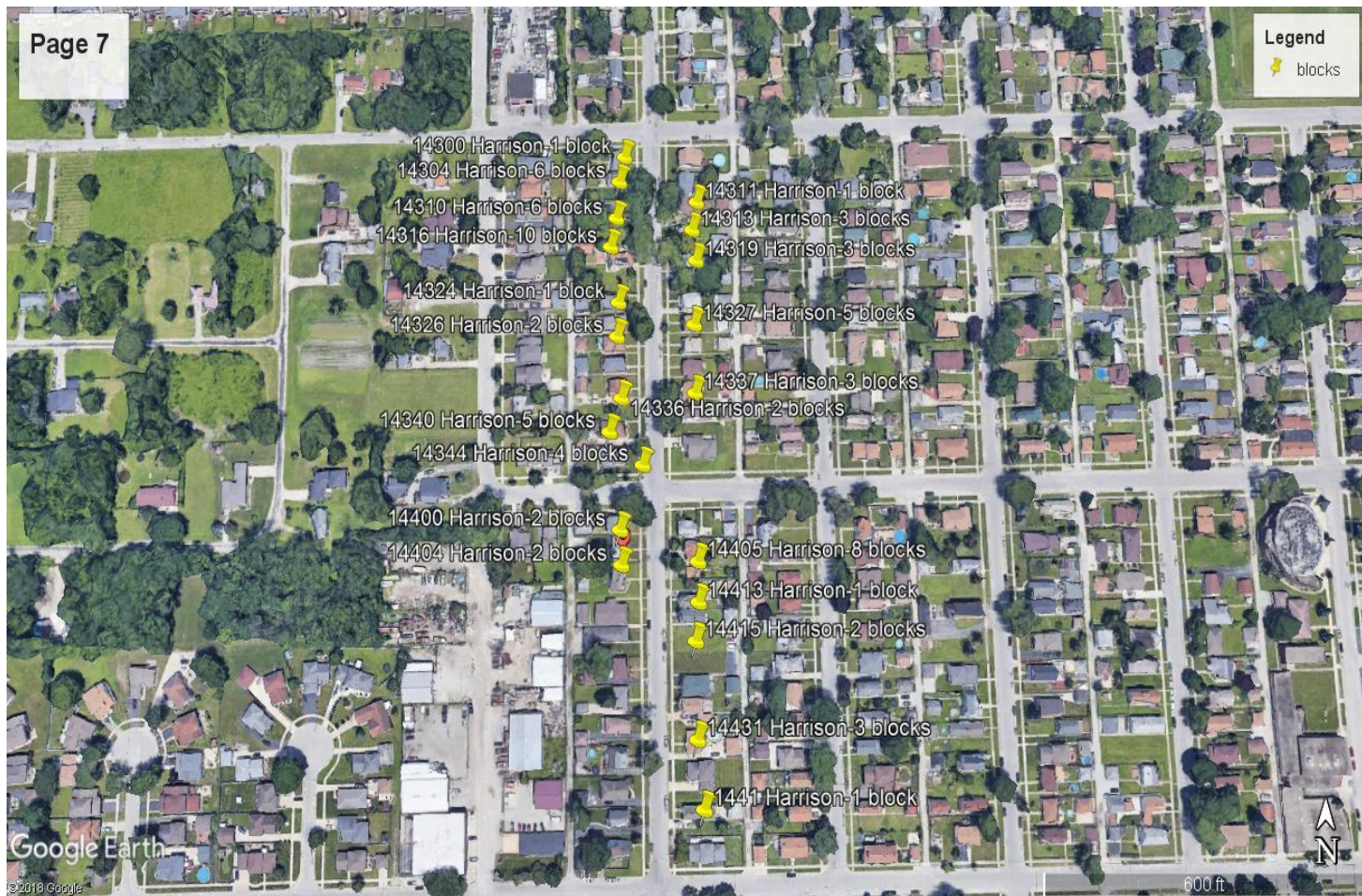
Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14347	Cleveland	2		2
14341	Cleveland	9		9
14344	Cleveland	3	1	4
14412	Cleveland	2		2
14416	Cleveland	2		2
14420	Cleveland	2		2
14424	Cleveland	2 2		4
14428	Cleveland	2		2
14434	Cleveland	4		4
Posen School	14500-14510 Harrison	10		10



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14441	Harrison		1	
14431	Harrison	2	1	13
14415	Harrison	2		2
14413	Harrison		1	1
14405	Harrison	8		8
14337	Harrison	3		3
14327	Harrison	5		5
14319	Harrison	3		3
14313	Harrison	3		3
14311	Harrison		1	1
14300	Harrison		1	1
14304	Harrison	3 3		6
14310	Harrison	5	1	6
14316	Harrison	2 7	1	10
14324	Harrison		1	1
14326	Harrison	2		2
14336	Harrison	2		2
14340	Harrison	4	1	5
14344	Harrison	4		4
14400	Harrison	2		2
14404	Harrison	2		2

Legend

blocks



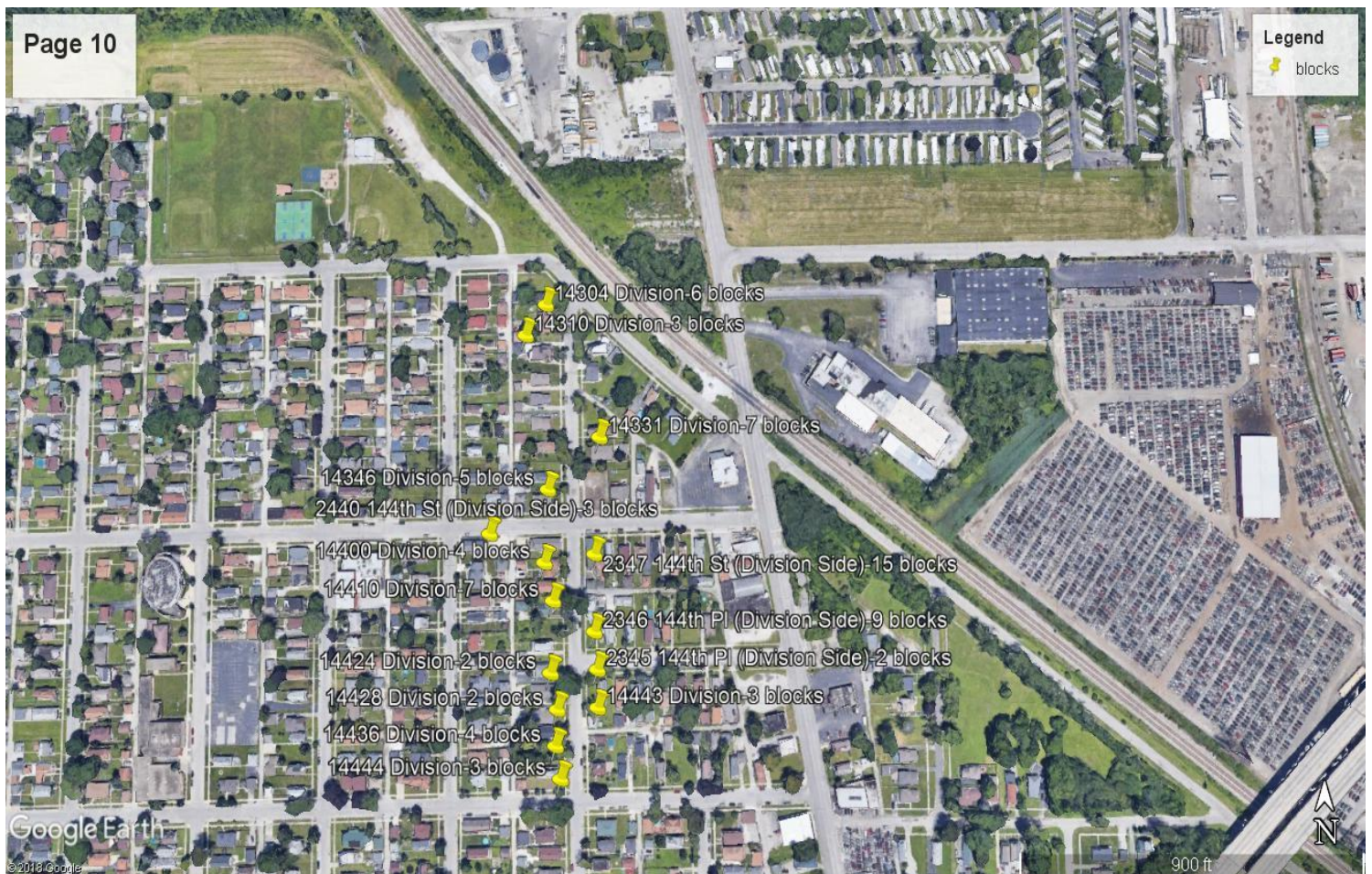
Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14627	Short St.	3 3		6
14623	Short St.		1	1
14617	Short St.	2		2
14615	Short St.		1	1
14603	Short St.		2	2
14547	Short St.	2	1	3
14539	Short St.		1	1
14529	Short St.		1	1
14521	Short St.	2 2		4
14505	Short St.	2	2	4
14505	Short St.	2 6		8
14504	Short St.	2		2
14532	Short St.	3		3
14542	Short St.	2		2
14552	Short St.	4		4
14612	Short St.	2	1	3
14620	Short St.		1	1
14626	Short St.		1	1



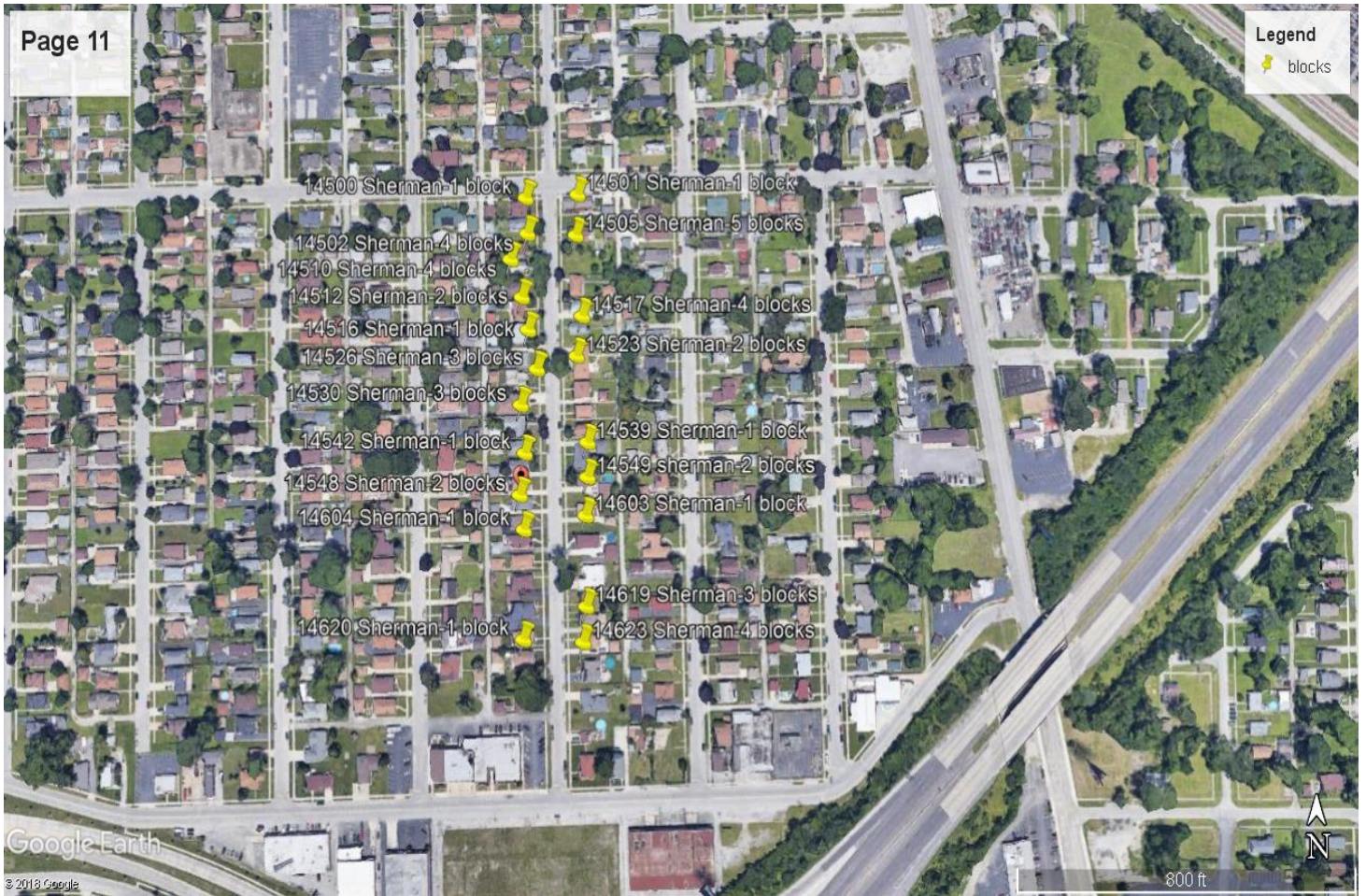
Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14629	Division St.	3		3
14625	Division St.	2		2
14621	Division St.		1	1
14617	Division St.	2		2
14603	Division St.	2	1	3
14601	Division St.		1	1
14537	Division St.		1	1
14525	Division St.	2	1	3
14521	Division St.	2 2		4
14509	Division St.	3		3
14505	Division St.		1	1
14501	Division St.		1 1 1	3
14504	Division St.	2		2
14514	Division St.		1	1
14522	Division St.	3		3
14530	Division St.	2		2
14538	Division St.		1	1
14548	Division St.	3 2		5
14616	Division St.	4	1	5



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14443	Division St.	3		3
2345	144th Pl. (Division Side)	2		2
2346	144th Pl. (Division Side)	8	1	9
2347	144th St. (Division Side)	5 10		15
14331	Division St.	3 4		7
14304	Division St.	6		6
14310	Division St.	3		3
14346	Division St.	2 3		5
2440	144th St. (Division Side)	3		3
14400	Division St.	4		4
14410	Division St.	7		7
14424	Division St.	2		2
14428	Division St.	2		2
14436	Division St.	2	1 1	4
14444	Division St.	2	1	3



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14542	Sherman		1	1
14530	Sherman	3		3
14526	Sherman	2	1	3
14516	Sherman		1	1
14512	Sherman	2		2
14510	Sherman	4		4
14502	Sherman	2 2		4
14500	Sherman		1	1
14501	Sherman		1	1
14505	Sherman	3 2		5
14517	Sherman	4		4
14523	Sherman	2		2
14539	Sherman		1	1
14549	Sherman		1 1	2
14603	Sherman		1	1
14619	Sherman	3		3
14623	Sherman	4		4
14620	Sherman		1	1
14604	Sherman		1	1
14548	Sherman	2		2



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14446	Sherman		1	1
14442	Sherman	3 2		5
14436	Sherman		1 1	2
14420	Sherman		1	1
14416	Sherman	3		3
14406	Sherman	4	1	5
14346	Sherman		1 1	2
14340	Sherman	3		3
14326	Sherman	3		3
14422	Sherman	2		2
14318	Sherman	4		4
14310	Sherman	2	1 1	4
14306	Sherman	12	1	13
14305	Sherman	4		4
14309	Sherman		1 1	2
14315	Sherman	5 2		7
14317	Sherman		1	1
14323	Sherman	2 3		5
14335	Sherman	2		2
14401	Sherman		1	1
14431	Sherman		1 1	2
14443	Sherman	2	1	3



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14329	Campbell	2		2
14325	Campbell	4		4
14319	Campbell		1	1
14315	Campbell	2		2
14313	Campbell		1	1
14307	Campbell	2		2
14312	Campbell	2		2
14314	Campbell	3		3
14316	Campbell	3		3
14320	Campbell		1	1
14326	Campbell	5		5
14336	Campbell	3 2		5
14340	Campbell	2		2
14346	Campbell	2		2
14400	Campbell	5		5
14420	Campbell	3 3		6
14434	Campbell	2		2
14438	Campbell	6		6
14446	Campbell	2		2
14447	Campbell	2		2
14441	Campbell	8		8
14437	Campbell	3 2		5
14427	Campbell	2		2
14418	Campbell	5		5
14343	Campbell		1	1
14337	Campbell	2 5	1	8

14312 Campbell-2 blocks
14314 Campbell-3 blocks
14316 Campbell-3 blocks
14320 Campbell-1 block
14326 Campbell-5 blocks
14336 Campbell-5 blocks
14340 Campbell-3 blocks
14346 Campbell-2 blocks
14400 Campbell-5 blocks
14420 Campbell-6 blocks
14434 Campbell-2 blocks
14338 Campbell-6 blocks
14446 Campbell-2 blocks
14307 Campbell-2 blocks
14313 Campbell-1 block
14315 Campbell-2 blocks
14319 Campbell-1 block
14329 Campbell-2 blocks
14325 Campbell-4 blocks
14337 Campbell-8 blocks
14343 Campbell-1 block
14415 Campbell-5 blocks
14427 Campbell-2 blocks
14437 Campbell-5 blocks
14441 Campbell-8 blocks
14447 Campbell-2 blocks

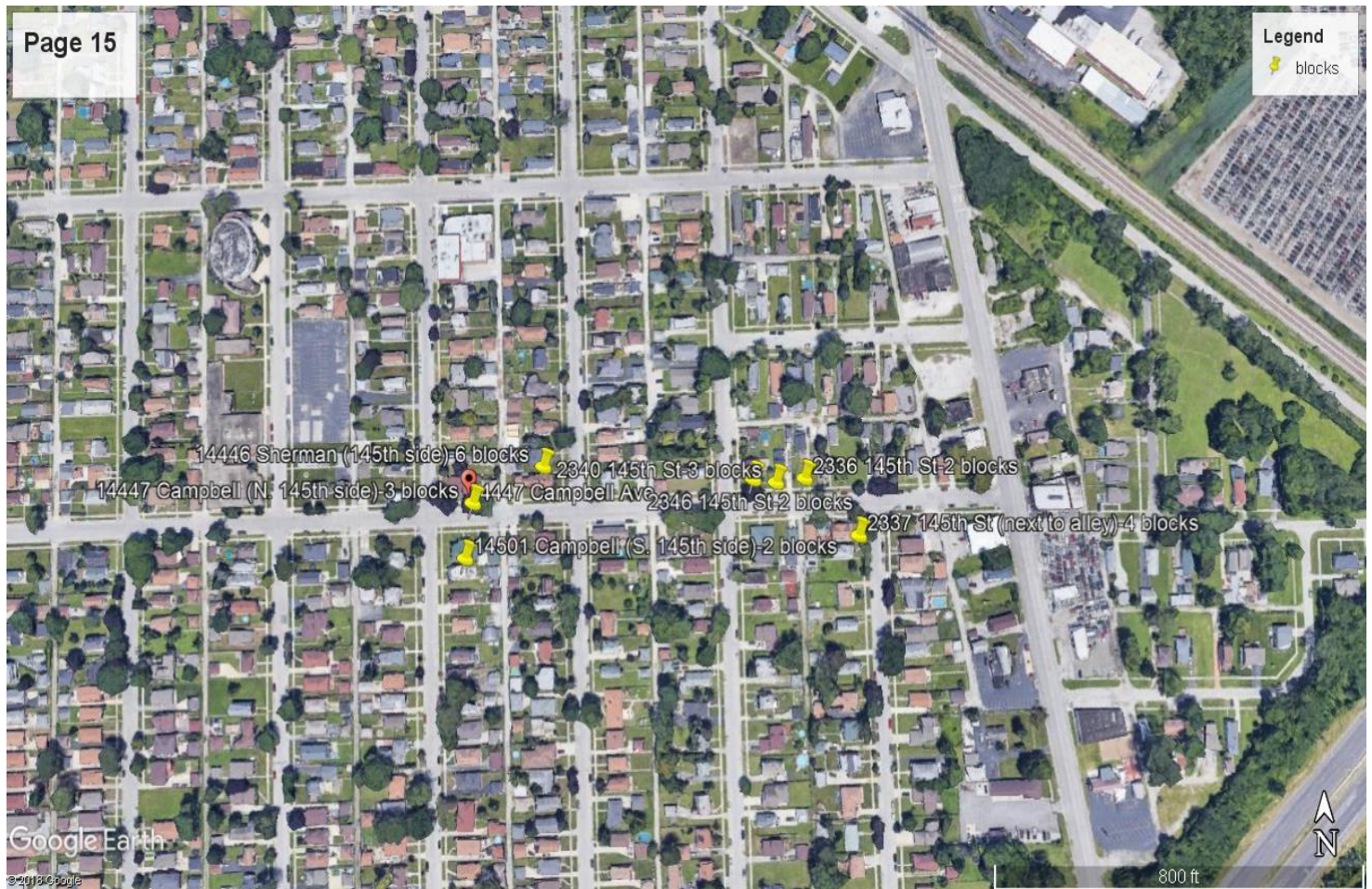


Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14502	Campbell	2		2
14508	Campbell	4		4
14611	Campbell	2	1	3
14605	Campbell		1	1
14601	Campbell		1	1
14519	Campbell	3	1	4
14541	Campbell	2	1	3
14537	Campbell		1	1
14533	Campbell		1	1
14529	Campbell	3		3
14523	Campbell	3 2		5
14521	Campbell	2	1	3
14517	Campbell		1 1	2
14513	Campbell	5	1	6
14505	Campbell	4		4
14501	Campbell	2		2
14512	Campbell	3		3
14518	Campbell	2		2
14522	Campbell	2 2		4
14532	Campbell	2	1	3
14538	Campbell	3 4		7
14542	Campbell		2	2
14546	Campbell	3		3
14602	Campbell	3 2		5
14608	Campbell	5		5
14622	Campbell	2		2
14626	Campbell	2		2

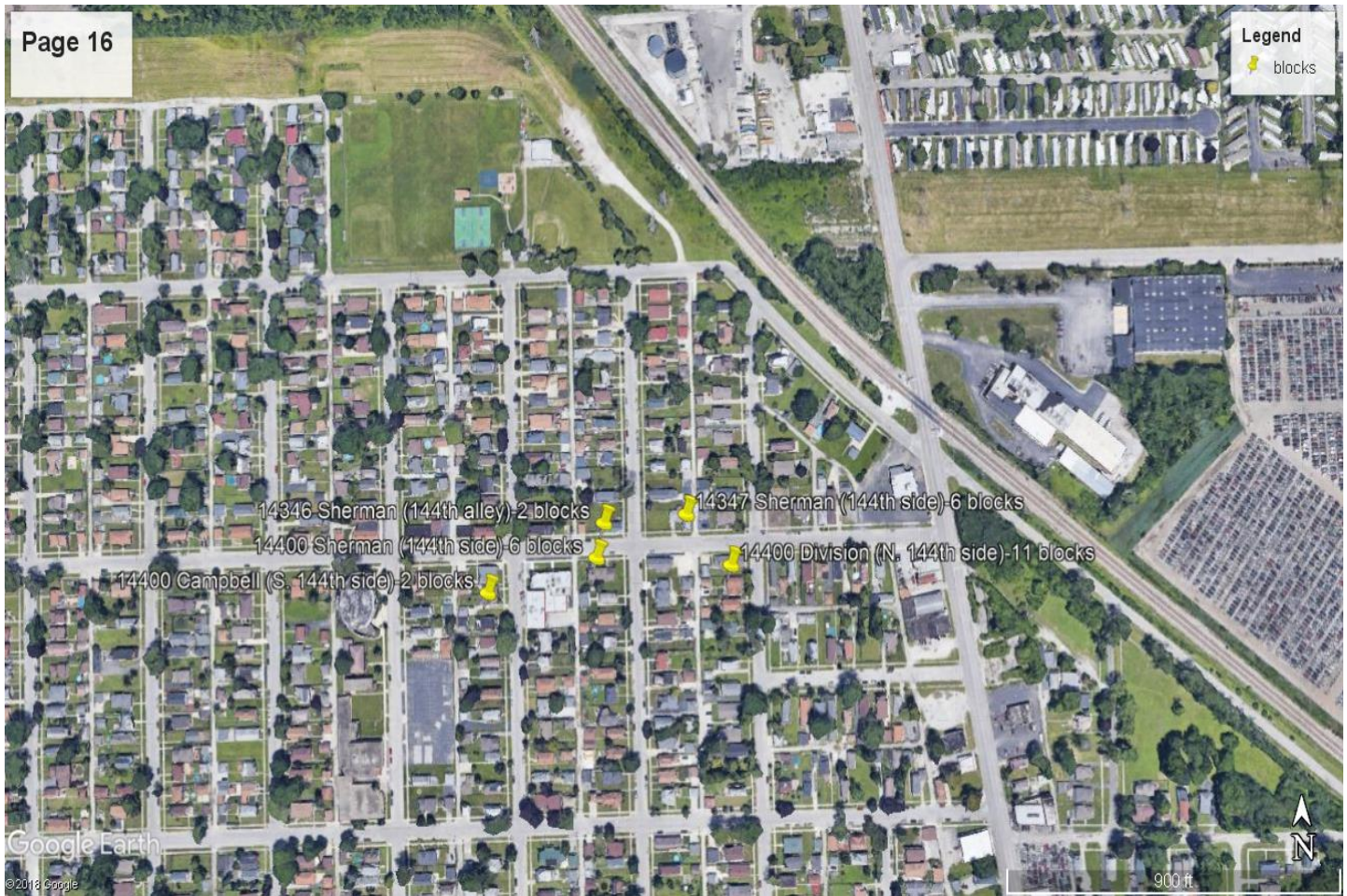
14502 Campbell-2 blocks
14508 Campbell-4 blocks
14512 Campbell-3 blocks
14518 Campbell-2 blocks
14522 Campbell-4 blocks
14532 Campbell-3 blocks
14538 Campbell-7 blocks
14542 Campbell-1 block
14546 Campbell-3 blocks
14602 Campbell-5 blocks
14608 Campbell-5 blocks
14622 Campbell-2 blocks
14626 Campbell-2 blocks
14501 Campbell-2 blocks
14505 Campbell-4 blocks
14513 Campbell-6 blocks
14517 Campbell-2 blocks
14521 Campbell-3 blocks
14523 Campbell-5 blocks
14529 Campbell-3 blocks
14533 Campbell-1 block
14537 Campbell-1 block
14541 Campbell-3 blocks
14549 Campbell-4 blocks
14601 Campbell-1 block
14605 Campbell-1 block
14611 Campbell-3 blocks

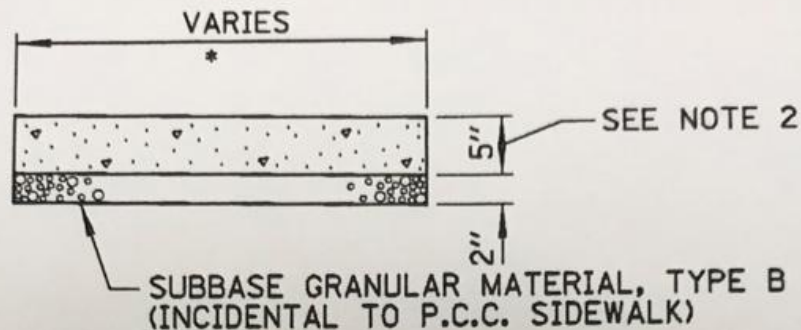


Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
2346	145th St.	2		2
2340	145th St.	2	1	3
2336	145th St.			2
2337 (14501 Division)	145th St. (next to alley)		1 1 1 1	4
14446	Sherman (145th side)	4 2		6
14501	Campbell (S. 145th side)		1 1	2
14447	Campbell (N. 145th side)	3		3



Address	Street Name	# of Blocks together	# of Blocks alone	Block Total
14400	Sherman (144th side)	3 2	1	6
14346	Sherman (144th alley)	2		2
14347	Sherman (144th side)	3	1 1 1	6
14400	Division (N. 144th side)	4 2 5		11
14400	Campbell (S. 144th side)	2		2



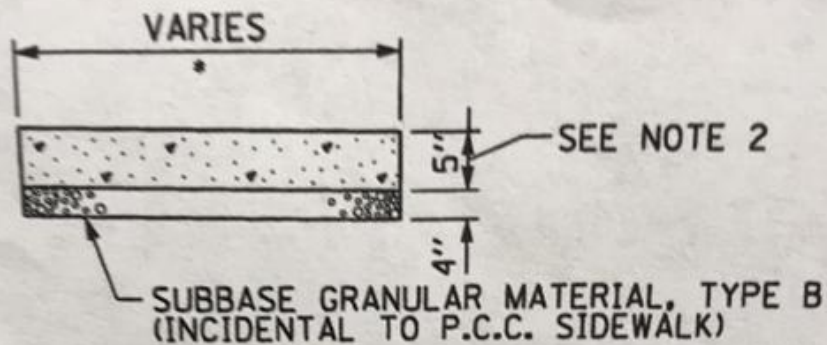


- CROSS SLOPE 0.5% (MIN.) TO 2% (MAX.)

NOTES:

1. ALL REQUIRED EARTH EXCAVATION TO CONSTRUCT P.C.C. SIDEWALK SHALL BE INCIDENTAL TO THE P.C.C. SIDEWALK 5 INCH, SPECIAL.
2. THICKNESS SHALL BE INCREASED TO 7" WHERE SIDEWALK IS ADJACENT TO A DRIVEWAY (NO WIRE MESH). (COST INCIDENTAL).
3. IN LOCATIONS WHERE SIDEWALK IS REMOVED AND REPLACED THROUGH DRIVEWAYS, DRIVEWAYS SHALL BE SAWCUT AND PATCHED A MINIMUM OF 1' ON EITHER SIDE OF THE WALK. THIS WORK SHALL BE PAID FOR PER SQUARE YARD AT THE CONTRACT UNIT PRICE FOR CONCRETE DRIVEWAY REPLACEMENT OR HOT-MIX ASPHALT DRIVEWAY REPLACEMENT.
4. WHEN FORMS ARE REMOVED FROM THE SIDEWALK EITHER THE SIDEWALK SHALL BE BARRICADED OR BACKFILLED WITHIN 24 HOURS.
5. ALL LANDSCAPE RESTORATION (TOPSOIL, SODDING AND SUPPLEMENTAL WATERING) SHALL NOT BE INCLUDED IN THE COST FOR P.C.C. SIDEWALK.

P.C.C. SIDEWALK, 5 INCH SPECIAL
DETAIL



- CROSS SLOPE 0.5% (MIN.) TO 2% (MAX.)

NOTES:

1. ALL REQUIRED EARTH EXCAVATION TO CONSTRUCT P.C.C. SIDEWALK SHALL BE INCIDENTAL TO THE P.C.C. SIDEWALK 5 INCH (AND SPECIAL).
2. THICKNESS SHALL BE INCREASED TO 7" WHERE SIDEWALK IS ADJACENT TO A DRIVEWAY. (COST INCIDENTAL).
3. WHEN FORMS ARE REMOVED FROM THE SIDEWALK, THE SIDEWALK SHALL BE BARRICADED OR BACKFILLED WITHIN 24 HOURS.

P.C.C. SIDEWALK, 5 INCH
P.C.C. SIDEWALK, 5 INCH SPECIAL
DETAIL

"General Decision Number: IL20190009 07/19/2019

Superseded General Decision Number: IL20180009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	01/11/2019
2	04/19/2019
3	06/07/2019
4	06/14/2019
5	06/21/2019
6	07/19/2019

ASBE0017-001 06/01/2019

	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 disposal of
all insulation materials,
whether they contain
asbestos or not, from

mechanical systems.....	\$ 37.80	24.54
-------------------------	----------	-------

BOIL0001-001 05/01/2017

	Rates	Fringes
--	-------	---------

BOILERMAKER.....	\$ 46.18	29.58
------------------	----------	-------

BRIL0021-001 06/01/2016

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 44.88	26.62
-----------------	----------	-------

BRIL0021-004 06/01/2017

	Rates	Fringes
--	-------	---------

Marble Mason.....	\$ 44.63	26.83
-------------------	----------	-------

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.38	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 45.42	24.06

CARP0555-001 06/01/2018

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER		
Carpenter, Lather,		
Millwright, Piledriver,		
and Soft Floor Layer		
Building.....	\$ 47.35	32.83
Heavy & Highway.....	\$ 47.35	32.83

CARP0555-002 10/01/2018

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 38.11	32.83

ELEC0009-003 06/03/2018

	Rates	Fringes
Line Construction		
Groundman.....	\$ 40.48	61.52%
Lineman and Equipment		
Operator.....	\$ 51.90	61.52%

* ELEC0134-001 06/03/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 49.35	3%+33.52

* ELEC0134-003 06/03/2019

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 44.86	3%+24.72

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

ELEV0002-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.61	33.705+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' 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

* ENGI0150-006 06/01/2019

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.10	41.00
GROUP 2.....	\$ 49.80	41.00
GROUP 3.....	\$ 47.25	41.00
GROUP 4.....	\$ 45.50	41.00

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 Endloader 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; Derricks; Derricks, 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; Squee e Cretes-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; Broom, Power Propelled; Bulldo ers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic 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 (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3"" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

 * ENGI0150-025 06/01/2019

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 49.30	41.00

GROUP 2.....	\$ 48.75	41.00
GROUP 3.....	\$ 46.70	41.00
GROUP 4.....	\$ 45.30	41.00
GROUP 5.....	\$ 44.10	41.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldo er; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete

Breaker or Hydro Hammer; Concrete Grinding Machine;
Concrete Mixer or Paver 75 series to and including 27 cu
ft; Concrete Spreader; Concrete Curing Machine; Burlap
Machine; Belting Machine and Sealing Machine; Concrete
Wheel Saw; Conveyor Muck Cars (Haglund or similar type);
Drills (all); Finishing Machine-Concrete; Greaser Engineer;
Highlift Shovels or Front End Loader; Hoist- Sewer Dragging
Machine; Hydraulic Boom Trucks, all attachments;
Hydro-Blaster (requires two operators); Laser Screed*;
Locomotives, Dinky; Off-Road Hauling Units (including
articulating); Pump Cretes; Squeegee Cretes-Screw Type
pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow
Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor
Drawn; Self-propelled Compactor; Spreader-Chip-Stone;
Scraper; Scraper-Prime Mover in Tandem regardless of size
(add \$1.00 to Group 2 hourly rate for each hour and for
each machine attached thereto add \$1.00 to Group 2 hourly
rate for each hour); Tank Car Heater; Tractors, Push,
pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

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

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

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

*Requires Oiler

IRON0001-026 06/01/2018

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 49.08	38.28
Structural and Reinforcing..	\$ 48.83	38.28

IRON0063-001 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 48.05	35.93

IRON0063-002 06/01/2018

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 40.88	28.74

IRON0136-001 07/01/2018

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 41.00	33.96
Master Riggers.....	\$ 43.50	33.96

LAB00002-006 06/01/2018

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.80	28.19
GROUP 4.....	\$ 42.82	28.19
GROUP 5.....	\$ 42.87	28.19
GROUP 6.....	\$ 42.92	28.19

GROUP 7.....	\$ 42.95	28.19
GROUP 8.....	\$ 43.05	28.19
GROUP 9.....	\$ 43.07	28.19
GROUP 10.....	\$ 43.17	28.19
GROUP 11.....	\$ 43.00	28.19
GROUP 12.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun No le Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

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 use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LAB00002-007 06/01/2018

Rates Fringes

LABORER (HEAVY & HIGHWAY)

GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.80	28.19
GROUP 3.....	\$ 42.87	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun No le (laborers), Guniting

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LAB0002-008 06/01/2018

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 43.72	28.19
16 - 20 POUNDS.....	\$ 44.22	28.19
21 - 26 POUNDS.....	\$ 44.72	28.19
27 - 33 POUNDS.....	\$ 45.72	28.19
34 - AND OVER.....	\$ 46.72	28.19
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; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 37.52	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or
Strip Out Work

PAIN0014-001 06/01/2018

	Rates	Fringes
Painter (including taper).....	\$ 46.55	27.24

* PAIN0027-001 06/01/2019

	Rates	Fringes
GLAZIER.....	\$ 44.85	37.72

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.25	33.48

PLUM0130-001 06/01/2019

	Rates	Fringes
--	-------	---------

PLUMBER.....	\$ 51.00	31.47
--------------	----------	-------

PLUM0597-002 06/01/2018

Rates	Fringes
-------	---------

PIPEFITTER.....	\$ 48.50	31.44
-----------------	----------	-------

ROOF0011-001 12/01/2018

Rates	Fringes
-------	---------

ROOFER.....	\$ 43.65	23.45
-------------	----------	-------

SFIL0281-001 01/01/2018

Rates	Fringes
-------	---------

SPRINKLER FITTER.....	\$ 48.10	27.05
-----------------------	----------	-------

SHEE0073-001 06/08/2018

Rates	Fringes
-------	---------

Sheet Metal Worker.....	\$ 44.25	37.02
-------------------------	----------	-------

SHEE0073-002 06/08/2018

Rates	Fringes
-------	---------

Sheet Metal Worker

ALUMINUM GUTTER WORK.....	\$ 31.32	37.02
---------------------------	----------	-------

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

Rates	Fringes
-------	---------

TRUCK DRIVER

2 or 3 Axles.....	\$ 35.60	22.10
-------------------	----------	-------

4 Axles.....	\$ 35.85	22.10
--------------	----------	-------

5 Axles.....	\$ 36.05	22.10
--------------	----------	-------

6 Axles.....	\$ 36.25	22.10
--------------	----------	-------

FOOTNOTES:

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

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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

TEAM0731-002 03/01/2012

	Rates	Fringes
--	-------	---------

Traffic Control Device Monitor

TRAFFIC SAFETY WORKER:

Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 28.25

9.08

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
--	-------	---------

TRUCK DRIVER

2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

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

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

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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"