

**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
Friday, September 11, 2015**

PROJECT: 2015 NORTH PRINCETON WATER MAIN IMPROVEMENT PROJECT

This project consists of the replacement of the existing water main on North Princeton Avenue from Terrace Street to Plymouth Street in the Village of Villa Park with approximately 1,200 lineal feet of new eight-inch (8)" ductile iron water main. The project also includes the installation of new valves and valve vaults, fire hydrant assemblies, water services, and all necessary restoration and related work.

BID DEADLINE: TUESDAY, SEPTEMBER 29, 2015, 10:00 A.M. LOCAL TIME

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

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting will be held at the offices of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, on **FRIDAY, SEPTEMBER 18, 2015, AT 10:00 A.M. LOCAL TIME.**

NOTICE: Separate, sealed proposals for the **2015 NORTH PRINCETON WATER MAIN IMPROVEMENT PROJECT** will be received by the Village of Villa Park, Illinois, at the reception desk of the Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud at the offices of the Public Works Department. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

Proposals shall be submitted in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., 8678 Ridgefield Road, Crystal Lake, Illinois 60012.

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

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

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

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

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

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

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

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

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

BY:



Vydas Juskeles, P.E.
Director of Public Works



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage

Village of Villa Park

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. N Princeton Avenue Water Main Improvements

SECTION NO. N/A

TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

NOT FOR BIDDING

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOT FOR BID

RETURN WITH BID

NOTICE TO BIDDERS

County DuPage

Local Public Agency Village of Villa Park

Section Number N/A

Route North Princeton Avenue

Sealed proposals for the improvement described below will be received at the office of The Public Works Director
of Villa Park, 11 West Home Avenue, Villa Park, IL 60181 until 10:00 am on September 29, 2015
Address Time Date

Sealed proposals will be opened and read publicly at the office of The Public Works Director of Villa Park
11 West Home Avenue, Villa Park, IL 60181 at 10:00 am on September 29, 2015
Address Time Date

DESCRIPTION OF WORK

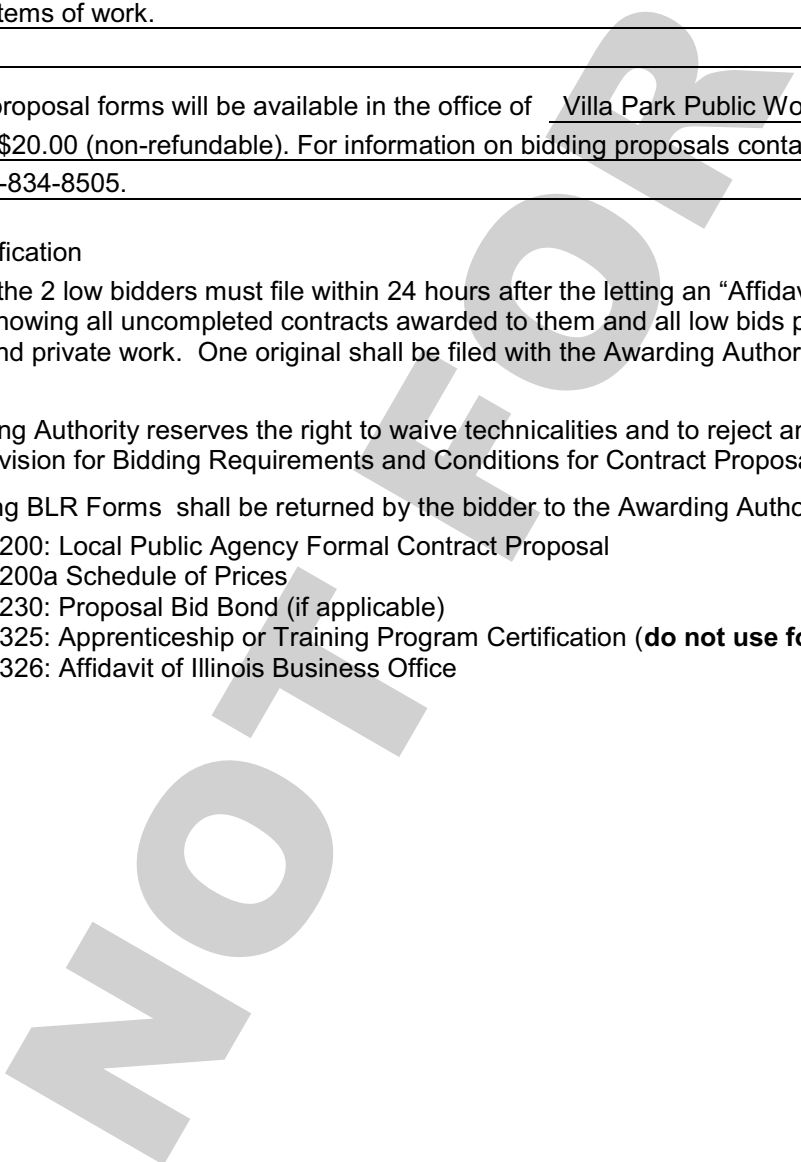
Name North Princeton Avenue Water Main Improvements Length: 1,200 feet (0.23 miles)
Location Princeton Avenue, between Terrace Street and Plymouth Street
Proposed Improvement Installation of 8" water main and appurtenances; pavement and parkway restoration; and other miscellaneous items of work.

1. Plans and proposal forms will be available in the office of Villa Park Public Works, 11 West Home Avenue, Villa Park, IL
for a fee of \$20.00 (non-refundable). For information on bidding proposals contact Kevin Mantels of the Village of Villa
Park at 630-834-8505.

2. Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
e. BLR 12326: Affidavit of Illinois Business Office



NOT FOR BID

RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

NOT FOR

NOT FOR BID

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency Village of Villa Park
Section Number N/A
Route North Princeton Avenue

1. Proposal of
for the improvement of the above section by the construction of Installation of 8" water main and appurtenances;
pavement and parkway restoration; and other miscellaneous items of work.

a total distance of 1,200 feet, of which a distance of 1,200 feet, (0.23 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Baxter & Woodman, Inc. and approved by the Village of Villa Park on 9/1/2015
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by 45 calendar days unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds WILL be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village Treasurer of Villa Park
The amount of the check is Five percent (5%) of the bid amount ().

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.
8. The successful bidder at the time of execution of the contract WILL be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

NOT FOR BID

RETURN WITH BID



SCHEDULE OF PRICES

County DuPage
 Local Public Agency Village of Villa Park
 Section N/A
 Route North Princeton Ave

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements \$

Item No.	Items	Unit	Quantity	Unit Price	Total
1	DUCTILE IRON WATER MAIN (OPEN CUT), 6"	FOOT	52		
2	DUCTILE IRON WATER MAIN (OPEN CUT), 8"	FOOT	1,208		
3	DUCTILE IRON WATER MAIN (OPEN CUT), 8" RJT	FOOT	40		
4	DUCTILE IRON WATER MAIN (OPEN CUT), 10" RJT	FOOT	114		
5	TRENCH BACKFILL	CUYD	1,590		
6	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 4"	EACH	1		
7	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8"	EACH	1		
8	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 10"	EACH	3		
9	WATER VALVE, 8"	EACH	2		
10	WATER VALVE, 10"	EACH	2		
11	VALVE VAULT, 4' DIAMETER	EACH	2		
12	VALVE VAULT, 5' DIAMETER	EACH	2		
13	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6		
14	WATER SERVICE REPLACEMENT, 1" SHORT	EACH	17		
15	WATER SERVICE REPLACEMENT, 1" LONG	EACH	19		
16	STORM SEWER REMOVAL	FOOT	44		
17	STORM SEWERS (WATER MAIN QUALITY), 15"	FOOT	12		
18	STORM SEWERS (WATER MAIN QUALITY), 18"	FOOT	32		
19	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	30		
20	CLASS D PATCHES, 6"	SQYD	980		
21	DRIVEWAY PAVEMENT REMOVAL	SQYD	490		
22	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQYD	270		
23	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQYD	220		
24	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,425		
25	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	1,425		
26	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	34		
27	AGGREGATE BASE COURSE, TYPE B, 6"	SQYD	70		
28	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	18		
29	SIDEWALK REMOVAL	SQFT	1,500		
30	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	1,500		
31	DUST CONTROL WATERING	UNIT	5		
32	PARKWAY RESTORATION	SQYD	1,000		
33	TREE ROOT PRUNING	EACH	17		
34	INLET FILTERS	EACH	9		
35	WATER MAIN ABANDONMENT	EACH	1		
36	FIRE HYDRANT TO BE REMOVED	EACH	2		
37	VALVE VAULT TO BE REMOVED	EACH	2		
38	VALVE BOX TO BE REMOVED	EACH	1		
39	PRECONSTRUCTION VIDEO RECORDING	LSUM	1		
40	TRAFFIC CONTROL AND PROTECTION	LSUM	1		
41	CONSTRUCTION LAYOUT	LSUM	1		
42	CONTINGENCY ALLOWANCE	DOLLAR	30,000	\$1.00	\$30,000.00

NOT FOR BID

CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>Village of Villa Park</u>
Section Number	<u>N/A</u>
Route	<u>North Princeton Avenue</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

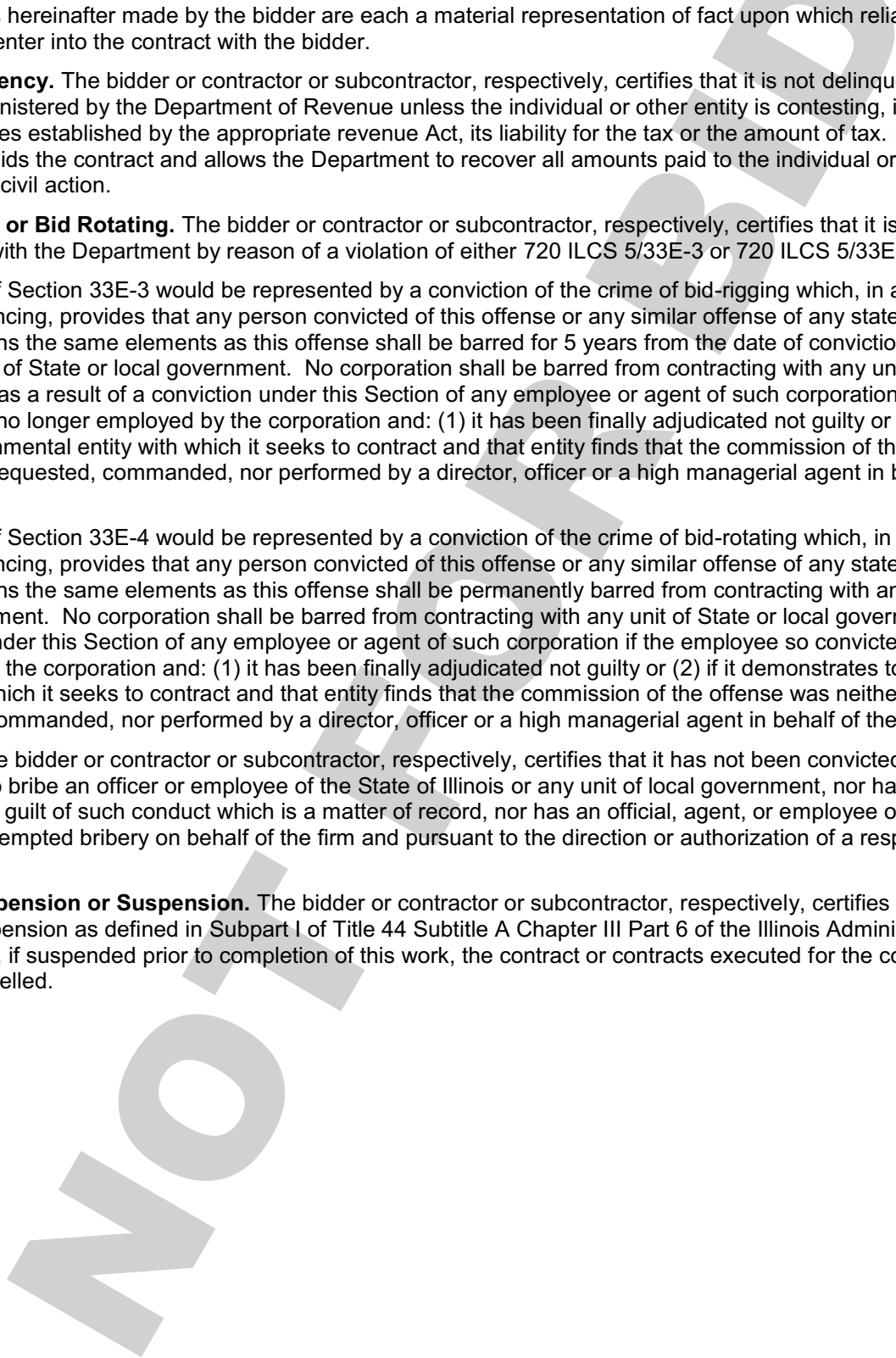
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.



NOT FOR BID

RETURN WITH BID

SIGNATURES

County DuPage
Local Public Agency Village of Villa Park
Section Number N/A
Route North Princeton Avenue

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

NOT FOR BID



Route N Princeton Ave
County DuPage
Local Agency Village of Villa Park
Section N/A

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name) _____ (Company Name) _____
By: _____ By: _____
(Signature and Title) (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety) _____ By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____ (Notary Public)

ELECTRONIC BID BOND

[] Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code (grid)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

NOT FOR BID

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

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

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

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

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

II. Bid Security Statement

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

III. Performance and Payment Bond Statement

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

IV. Brand Name Only Statement

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

V. Cost Plus Statement

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

VI. Change Order Statement

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

VII. Federal Wage Determination Statement

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

NOT FOR BID

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

VIII. Non-Discrimination Statement

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

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

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

X. Signature Statement

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

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

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

Signature: _____

Company Name: _____

Date: _____

NOT FOR BID



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of September 29, 2015

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

NOT FOR BID

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
 this _____ day of _____, _____ Type or Print Name _____
 Officer or Director Title

Signed _____

 Notary Public

My commission expires _____

(Notary Seal)

Company _____

Address _____

NOT FOR BID



Apprenticeship or Training Program Certification

Return with Bid

Route	<u>N Princeton Ave</u>
County	<u>DuPage</u>
Local Agency	<u>Village of Villa Park</u>
Section	<u>N/A</u>

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

NOT FOR BID

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: _____ By: _____ (Signature)
Address: _____ Title: _____

NOT FOR BID

NOT FOR BID



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

County DuPage
Local Public Agency Village of Villa Park
Section Number N/A
Route North Princeton Avenue

State of Illinois)
) ss.
County of DuPage)

I, _____ of _____, _____,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the _____ of _____
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, _____, will maintain a
(bidder)
business office in the State of Illinois which will be located in _____ County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)

(Print Name of Affiant)

This instrument was acknowledged before me on _____ day of _____, _____.

(SEAL)

(Signature of Notary Public)

NOT FOR BID



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY DuPage
Village of Villa Park
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE North Princeton Avenue
 SECTION NO. N/A
 TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

NOT FOR BID

County DuPage
Local Public Agency Village of Villa Park
Section Number N/A
Route North Princeton Avenue

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the _____ of _____
acting by and through its _____ known as the party of the first part, and
_____ his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____, in _____, approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The _____ of _____

Clerk By _____
Party of the First Part

(Seal) _____
Corporate Name _____
By _____
President Party of the Second Part
(If a Corporation)
(If a Co-Partnership)

Attest: _____

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part
(If an individual)

Party of the Second Part

NOT FOR BID



Route North Princeton Avenue
 County DuPage
 Local Agency Village of Villa Park
 Section N/A

We , _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____ ,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

NOT FOR BID

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest: _____

(Awarding Authority)

Clerk

(Chairman/Mayor/President)

NOT FOR BID

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
101 Definition of Terms	1
102 Advertisement, Bidding, Award, and Contract Execution	2
105 Control of Work	3
106 Control of Materials	5
107 Legal Regulations and Responsibility to Public	6
108 Prosecution and Progress	14
109 Measurement and Payment	15
202 Earth and Rock Excavation	17
211 Topsoil and Compost	19
250 Seeding	20
253 Planting Woody Plants	21
280 Temporary Erosion and Sediment Control	23
312 Stabilized Subbase	24
406 Hot-Mix Asphalt Binder and Surface Course	25
407 Hot-Mix Asphalt Pavement (Full-Depth)	28
420 Portland Cement Concrete Pavement	32
424 Portland Cement Concrete Sidewalk	34
440 Removal of Existing Pavement and Appurtenances	35
502 Excavation for Structures	36
503 Concrete Structures	37
504 Precast Concrete Structures	40
506 Cleaning and Painting New Steel Structures	41
512 Piling	42
516 Drilled Shafts	43
521 Bearings	44
540 Box Culverts	45
588 Bridge Relief Joint System	46
589 Elastic Joint Sealer	48
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction	49
603 Adjusting Frames and Grates of Drainage and Utility Structures	50
606 Concrete Gutter, Curb, Median, and Paved Ditch	52
610 Shoulder Inlets with Curb	53
639 Precast Prestressed Concrete Sight Screen	54
642 Shoulder Rumble Strips	55
643 Impact Attenuators	56
644 High Tension Cable Median Barrier	58
669 Removal and Disposal of Regulated Substances	60
670 Engineer's Field Office and Laboratory	64
701 Work Zone Traffic Control and Protection	65
706 Impact Attenuators, Temporary	68
707 Movable Traffic Barrier	71
708 Temporary Water Filled Barrier	73
730 Wood Sign Support	75
780 Pavement Striping	76
816 Unit Duct	81
836 Pole Foundation	82
860 Master Controller	83
1001 Cement	84
1003 Fine Aggregates	85
1004 Coarse Aggregates	87
1006 Metals	91
1011 Mineral Filler	93

NOT FOR BID

1017	Packaged, Dry, Combined Materials for Mortar	94
1018	Packaged Rapid Hardening Mortar or Concrete	95
1019	Controlled Low-Strength Material	96
1020	Portland Cement Concrete	97
1024	Grout and Nonshrink Grout	136
1030	Hot-Mix Asphalt	137
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain	142
1042	Precast Concrete Products	143
1069	Pole and Tower	144
1070	Foundation and Breakaway Devices	145
1073	Controller	146
1081	Materials for Planting	147
1082	Preformed Bearing Pads	148
1083	Elastomeric Bearings	149
1088	Wireway and Conduit System	150
1095	Pavement Markings	152
1101	General Equipment	155
1102	Hot-Mix Asphalt Equipment	157
1103	Portland Cement Concrete Equipment	159
1105	Pavement Marking Equipment	160
1106	Work Zone Traffic Control Devices	161

NOT FOR BID

NOT FOR BID

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	163
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	166
3	<input type="checkbox"/> EEO	167
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	177
5	<input type="checkbox"/> Required Provisions - State Contracts	182
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	188
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	189
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	190
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	191
10	<input checked="" type="checkbox"/> Construction Layout Stakes	194
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	197
12	<input type="checkbox"/> Subsealing of Concrete Pavements	199
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	203
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	205
15	Reserved	206
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	207
17	<input type="checkbox"/> Polymer Concrete	208
18	<input type="checkbox"/> PVC Pipeliner	210
19	<input type="checkbox"/> Pipe Underdrains	211
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation	212
21	<input type="checkbox"/> Bicycle Racks	216
22	Reserved	218
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	219
24	<input type="checkbox"/> Work Zone Public Information Signs	221
25	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	222
26	<input type="checkbox"/> English Substitution of Metric Bolts	223
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars	224
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	225
29	Reserved	226
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	227
31	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	235
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	251
33	<input type="checkbox"/> Pavement Marking Removal	253
34	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	254
35	<input type="checkbox"/> Preventive Maintenance – Cape Seal	260
36	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	275
37	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	286
38	<input type="checkbox"/> Temporary Raised Pavement Markers	296
39	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	297

NOT FOR BID

CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved.....	301
LRS 2	<input type="checkbox"/> Furnished Excavation	302
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	303
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	304
LRS 5	<input checked="" type="checkbox"/> Contract Claims	305
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	306
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	312
LRS 8	Reserved.....	318
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	319
LRS 10	Reserved.....	320
LRS 11	<input checked="" type="checkbox"/> Employment Practices	321
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	323
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	325
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	326
LRS 15	<input checked="" type="checkbox"/> Partial Payments	329
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	330
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	331
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	332

NOT FOR BID

INDEX OF SPECIAL PROVISIONS

	<u>PAGE NO.</u>
DEFINITIONS	1
QUALIFICATIONS OF BIDDERS.....	1
INCREASED OR DECREASED QUANTITIES.....	4
WORKING HOURS	4
HOLIDAYS.....	5
INSURANCE.....	5
MOBILIZATION.....	5
LOCATION OF PROJECT	6
DESCRIPTION OF WORK.....	6
MAINTENANCE OF ROADWAYS	6
CONSTRUCTION DEBRIS	6
STATUS OF UTILITIES TO BE ADJUSTED.....	7
MAINTENANCE GUARANTEE.....	8
SUBCONTRACTORS.....	8
APPLICATION FOR PAYMENT.....	8
LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES.....	9
USE OF FIRE HYDRANTS	9
TRENCHING, BACKFILLING AND COMPACTING FOR SANITARY SEWER, STORM SEWER, AND WATER MAIN	10
WATER DISTRIBUTION SYSTEM	16
DUCTILE IRON WATER MAIN (OPEN CUT).....	28
TRENCH BACKFILL	29
CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)	29
WATER VALVE	29
VALVE VAULT.....	30
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	30
WATER SERVICE REPLACEMENT	31
STORM SEWERS (WATER MAIN QUALITY).....	31
CLASS D PATCHES.....	32

NOT FOR BID

INDEX OF SPECIAL PROVISIONS (CONT.)

	<u>PAGE NO.</u>
HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	32
COMBINATION CONCRETE CURB AND GUTTER (SPECIAL).....	32
AGGREGATE SUBGRADE IMPROVEMENT	34
TEMPORARY ACCESS.....	36
DUST CONTROL WATERING.....	38
PARKWAY RESTORATION	38
TREE ROOT PRUNING.....	39
INLET FILTERS	39
WATER MAIN ABANDONMENT.....	40
FIRE HYDRANT TO BE REMOVED	40
VALVE VAULT TO BE REMOVED	40
VALVE BOX TO BE REMOVED	41
PRECONSTRUCTION VIDEO RECORDING	41
TRAFFIC CONTROL AND PROTECTION.....	43
CONTINGENCY ALLOWANCE	44
 LR 107-4	
BDE SPECIAL PROVISIONS	
HIGHWAY STANDARDS	
FEDERAL REQUIREMENTS	
APPENDIX A: VILLAGE ORDINANCE	
APPENDIX B: IRMA GUIDELINES	

NOT FOR BID

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of North Princeton Avenue, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DEFINITIONS:

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

Department, Owner or Village. The Village of Villa Park, DuPage County, Illinois.

Engineer. The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

QUALIFICATIONS OF BIDDERS:

Bidders will comply with all applicable federal, state and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions. Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable federal, state and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Owner's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

- (a) Bidder shall be qualified to do business in the State of Illinois.

- (b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.
- (d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.
- (f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.
- (g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.
- (h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.
- (i) Bidder shall be able to provide a list of three (3) references (names, addresses and telephone numbers) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been owners or officers of the firm, or have been employed by Bidder as employees.

- (j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.
- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.
- (n) Bidder shall be able to provide a list of all owners and officers of the firm, which list shall also indicate those owners and officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.
- (o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- (p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.

- (r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Bidder shall be able to provide such other information as may assist Owner in determining whether the Bidder is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow Owner to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that Owner may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix A.

INCREASED OR DECREASED QUANTITIES:

The Village reserves the right to increase or decrease the amount of work shown in the plans in accordance with Section 109 of the Standard Specifications.

WORKING HOURS:

Working hours will be between 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding legal holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner's written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor will compensate Owner for the costs of inspection and other services provided by Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

HOLIDAYS:

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Eve

INSURANCE:

Insurance and indemnification shall be according to applicable sections of the Standard Specifications, and shall also be according to the "IRMA Contractual Insurance Guidelines", incorporated herein as Appendix B. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.
- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. Owner will make the final determination as to what constitutes a stricter requirement.

MOBILIZATION:

Mobilization will be according to Section 671 of the Standard Specifications except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

"671.02 Basis of Payment. Mobilization will not be paid for separately but rather shall be included in the cost of the items for which this work applies."

LOCATION OF PROJECT:

The project is located on North Princeton Avenue from West Terrace Street to Plymouth Street in the Village of Villa Park, DuPage County, Illinois. A location map is shown on the cover of the Plans.

DESCRIPTION OF WORK:

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of installation of water main; parkway restoration; and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and these Special Provisions.

MAINTENANCE OF ROADWAYS:

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

CONSTRUCTION DEBRIS:

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

“The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.”

STATUS OF UTILITIES TO BE ADJUSTED:

Utilities companies involved in this project have provided the following estimated durations:

NAME OF UTILITY	TYPE	LOCATION	Estimated Duration of Time for the Completion of Relocation or Adjustments
Comcast 688 Industrial Drive Elmhurst, IL 60126 Martha Gieras 630.288.7637	Aerial cable TV		No conflicts anticipated.
Nicor Gas 1844 Ferry Road Naperville, IL 60563 Bruce Koppang 630.388.3830	Gas mains and services		No conflicts anticipated.
AT&T 1000 Commerce Drive Oak Brook, IL 60523 Janet Ahern 630.573.6414	Aerial phone cable		No conflicts anticipated.
ComEd 25000 Governors Hwy. University Park, IL 60466	Aerial cable		No conflicts anticipated.
DuPage Water Commission 600 E Butterfield Rd Elmhurst, IL 60126 Michael Schweizer 630.834.0100	Water Main		No conflicts anticipated.

The above represents the best information available to the Village and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

MAINTENANCE GUARANTEE:

The Contractor shall execute and deliver to the Village of Villa Park, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that the work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee this work for a period of 2-years from the date of acceptance of the work and final payment by the Village of Villa Park.

If within this guarantee period, any work is found to be defective, as determined by the Village, the Contractor shall promptly, without cost to the Village of Villa Park, correct or repair such defective work, or remove and replace the defective work in accordance with the Special Provisions for the items in question.

The Contractor shall furnish a warranty bond in an amount equal to five percent (5%) of the contract amount, or \$25,000, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

SUBCONTRACTORS:

Add the following to the end of Section 108.01 of the Standard Specifications.

"The apparent low Bidder shall submit to the office of Engineer within ten (10) days after the receipt of bids, a list of the names of Bidder's proposed subcontractors along with a description of the work to be performed by each."

APPLICATION FOR PAYMENT:

Add the following to the end of Section 109.07 (a) of the Standard Specifications.

"The Contractor shall procure from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the Work is located, to insure the Municipality immunity from mechanics liens on subcontractors in carrying out the contract and any work orders for additions thereto, all as a condition of any payment by the Municipality. Any payments made by the Municipality without requiring compliance with this paragraph shall not be construed as a waiver by the Municipality of the right to require compliance with this paragraph as a condition to later payments.

The Contractor shall submit Partial Waivers of Lien from all subcontractors and suppliers with each partial payment estimate and Contractor's Affidavit for subcontractors and suppliers with

second payment request for the previous payment estimates and then with all subsequent payment estimates.”

Add the following to the end of Section 109.08 of the Standard Specifications.

“The Contractor shall furnish with his final application for payment a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.”

LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES:

The authority and duties of Resident Engineer in Article 105.10 of the Standard Specifications are hereby deleted. The authority of Engineer is amended as follows.

“The Engineer will be the Municipality's representative during the construction period. The Engineer will furnish a Resident Project Representative (RPR) to assist the Engineer in providing job-site observation of the Contractor's Work. The RPR will provide base lines, benchmarks and reference points, assist the Contractor with interpretation of the Plans and Specifications, observe in general if the Contractor's Work is in conformity with the Contract Documents, and monitor the Contractor's progress as related to the date of completion. The Engineer will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. The Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor or any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

These limitations on authority and responsibility set forth herein shall also apply to the Engineer's Consultants, Resident Project Representative and assistants.”

USE OF FIRE HYDRANTS:

Revise Article 107.18 of the Standard Specifications to read:

“**107.18** Use of Fire Hydrants. If Contractor requires water for the completion of construction operations, and desires to obtain water from Owner, Contractor shall make application to Engineer accordingly. If such application is approved by Engineer, Contractor shall

obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable local ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water. Contractor, in obtaining water from said hydrant, shall either:

- (a) Make application to Engineer for temporary use of a hydrant meter, comply with all conditions requisite for use of said meter if such application is approved, and use said hydrant meter when obtaining water from hydrant; or
- (b) Make record of the quantity of water obtained from said hydrant along with the date and time obtained, and report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue, or, if such use takes place outside of the normal working hours of the Public Works Department, report such information after the next use which takes place during normal working hours.

Contractor shall not use, operate or obtain water from any hydrants other than the one prescribed. Contractor shall not obtain water from Owner for construction operations or activities not under contract with Owner.

Contractor shall compensate Owner for water obtained by Contractor at the current rate charged to commercial customers by Owner, which rate may also include any administrative fees, overhead, or other costs which are typically charged to commercial customers. The actual quantity of water obtained by Contractor may, at Owner's discretion, be rounded up to the next 1,000 gallon increment so as to coincide with standard units of measure on which water billing rates are based. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the cost of water from any monies due or to become due to the Contractor from Owner."

TRENCHING, BACKFILLING AND COMPACTING FOR SANITARY SEWER, STORM SEWER, AND WATER MAIN:

SUMMARY: Trench, backfill, and compact shown on the plans, as specified herein and as needed for installation of water main and sanitary sewer in accordance with the "Standard Specification for Water and Sewer Main Construction in Illinois".

QUALITY ASSURANCE: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.

Comply with requirements of governmental agencies having jurisdiction.

GRANULAR PIPE BEDDING AND COVERING MATERIALS: Provide well graded, washed, mixture of gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the IDOT "Standard Specifications" gradation No. CA 7, or the Standard Specifications for Water and Sewer Construction in Illinois, with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2-inch	100%
1-inch	90 -100%
1/2-inch	30 - 60%
No. 4	0 -10%

1. For flexible thermoplastic pipes including sewer pipes, sewage force mains, and water mains: Comply with ASTM D2321, Class I or II as modified below.
 - a. Exclude sharp angular granular materials.
 - b. Limit maximum particle size to 1/2-inch (IDOT CA 15 or CA 16).
 - c. Do not use Class II materials in wet conditions.
2. For rigid pipes comply with ASTM C12, Bedding Class B.

EXCAVATED BACKFILL MATERIALS IN NON-PAVED AREAS: Provide soil materials free from organic matter, rubble, or frozen material, containing no rocks or lumps over 6 inches, and with not more than 15 percent of the rocks or lumps larger than 2 inches.

GRANULAR BACKFILL MATERIALS: Provide granular backfill materials.

Granular Material: Use 100% crushed stone or gravel, virgin material, complying with Section 1004 in the IDOT Standard Specifications for gradation No. CA-6.

TEMPORARY AGGREGATE PAVEMENT MATERIAL: Provide well graded, 100 percent crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the IDOT "Standard Specifications" gradation No. CA-6.

GEOTECHNICAL FABRIC: Provide geotechnical fabric for separation of granular material and native soil in areas where trench is over excavated to remove unsuitable materials.

1. Acceptable manufacturers:
 - a. Mirafi: 160N.
 - b. Synthetic Industries: 601.

- c. Amaco: 4551.
- d. Or approved equal.

GENERAL CONSTRUCTION REQUIREMENTS:

1. Protection of existing facilities:
 - a. Unless shown to be removed, protect existing structures, conduits, active utility lines and all other facilities shown on the Plans or otherwise made known to the Contractor. If damaged, repair, replace, or restore to a condition equal to or better than the original condition at no additional cost to the Contract.
 - b. Notify all persons, firms, corporations, or agencies owning or using any existing structures, conduits, or utilities which may be affected by the Work prior to the start of construction.
 - c. Make arrangements to locate, maintain, protect, and/or relocate facilities in order to complete the Work.
 - d. Make such exploration as is necessary to determine the exact location of underground utilities.
 - e. Exercise care during the progress of work in the area to prevent damage to the utilities.
 - f. Whenever it becomes necessary to relocate underground gas mains, telephone conduit, or electrical lines or support or relocate utility poles, the utility company involved will make such relocation or provide pole support. Notify the utility company promptly.
 - g. Whenever it becomes necessary to relocate water or other pipes or conduits in direct conflict with the proposed pipe (exclusive of culverts) which are not shown on the Plans, obtain the direction from the Engineer for the relocation. Compensation will be allowed only for such quantities as determined by the Engineer.
 - h. Do not obstruct accessibility of fire hydrants.
 - i. Maintain access to driveways at all times except when actual trench construction is crossing a driveway.

TRENCHING:

1. Do not advance trench excavation more than 50 feet ahead of completed pipe installation except as approved by the Engineer.
2. Provide and maintain sheeting, shoring, and bracing necessary for protection of the Work, adjacent property, and for the safety of personnel.
 - a. Remove temporary sheeting and bracing after backfilling to an elevation which will prohibit caving of exposed sidebanks.
 - b. Fill voids left by the withdrawal of sheeting with compacted sand.

- c. The Engineer may direct that supports in trenches be cut off at any specific elevation to protect adjacent facilities or property. Compensation for support left in place will be negotiated.
 - d. No extra payment will be made for the supports left in place without the direction of the Engineer.
 - e. Do not leave supports within 4 feet of the ground or pavement surface in place without the permission of the Engineer.
3. Provide pumping, bailing, wellpointing, and construct ditches and dikes required to dewater and drain ground water, sewage, or stormwater to keep the excavation and site dry for the completion of the Work.
 4. Excavation:
 - a. Excavate by open cut unless otherwise indicated on the Plans.
 - b. Excavate trenches to the depths and grades necessary for the pipelines with allowances for bedding material.
 - c. Over excavate organic, soft, spongy, or otherwise unsuitable soils found at or below the bottom of the trench to meet firm subsoil or as determined by the Engineer.
 - d. Comply with IDOT maximum widths for trench backfill.
 - e. If the Contractor elects to perform any non-open cut installation, the Contractor will be responsible for any damage to existing utilities.

EXCAVATION FOR APPURTENANCES:

1. Excavate for manholes and similar structures to the depths as shown on the Plans and to a distance sufficient to leave at least 12 inches clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
2. Over depth excavation beyond depths indicated on the Plans that has not been directed will be considered unauthorized. Fill with sand, gravel, or lean concrete as determined by the Engineer, and at no additional cost to the Contract.

BEDDING AND COVERING OF PIPE: Bedding is defined as the shaped and tamped material which supports the pipes. Covering is defined as the compacted material which protects and covers the pipes. Provide continuous bedding and covering for underground pipelines, except where concrete encasement, concrete cradles, boring or jacking are indicated.

Pipe bedding:

1. Provide compacted granular pipe bedding and covering material with a minimum thickness of 4 inches under pipe barrels and 2 inches under bells.

2. Wherever the trench is over-excavated due to removal of unsuitable material, refill the trench bottom to the bottom of the pipe bedding with granular material conforming to the IDOT "Standard Specifications" gradation No. CA 1 as determined by the Engineer.
 - a. Unless otherwise specified to be paid for, removal and replacement of material, or unsuitable material, to a depth of one foot below pipe barrel outside diameter is considered incidental to installation of the pipe.
3. Wherever the trench is over excavated to remove unsuitable material, install geotechnical fabric between native soil and granular material:
 - a. Install fabric to cover bottom and sides of trench to heights as follows:
 - (1) For all flexible pipe and rigid pipe 24-inch and smaller: to envelop entire bedding and covering material and overlap 1-foot at the top.
 - (2) For rigid pipe 27-inch and larger: to cover bedding material and from sides of trench to edge of pipe.
 - (3) Where undercut is of a depth that requires more than one piece of fabric to provide envelope, provide sewn seams between sections of fabric.
4. Wherever two or more pipes or conduits are placed in the same trench or excavated area, backfill the trench with granular pipe bedding and covering material to support the uppermost pipe or conduit.

Pipe covering:

1. Following placement of pipe and inspection of joints, provide compacted granular pipe bedding and covering material for the full width of the trench to 12 inches above the top of pipe.
2. Place granular pipe bedding and covering material in uniform loose layers not exceeding 8 inches thick.
 - a. Compact each layer firmly by ramming or tamping with tools approved by the Engineer in such a manner as not to disturb or injure the pipe to yield a minimum density of 95 percent of maximum dry density as determined according to ASTM D1557 or AASHTO-T180.
3. Where trench is widened by installation of structures or jacking pits, extend bedding and covering materials to total width of excavations.

TRENCH BACKFILLING AND COMPACTING: Backfill trench from the top of pipe cover to topsoil, paving subgrade, or foundation level.

For trench in lawns, parkways, and other improved areas not subject to vehicular traffic:

1. Backfill with excavated materials in uniform loose layer not exceeding 12 inches thick.
2. Compact each layer of trench backfill materials to yield a minimum of 85 percent of maximum dry density as determined according to ASTM D1557 or AASHTO-T180.

For trench in streets, parking areas, driveways, sidewalks, curb and gutter, or within 2 feet of any proposed curb and gutter, sidewalk, or other paved areas:

1. Backfilling with granular backfill materials:
 - a. Place in uniform loose layer not exceeding 12 inches thick and compact with vibrating roller or equivalent.
 - b. Water jetting may not be used in lieu of vibratory compaction.
 - c. Fill the top of trenches with temporary aggregate pavement material to the depth(s) required to provide aggregate base and pavement base, binder and surface courses of the depths shown on the Plans.
1. Compacting requirements:
 - a. Compact each layer of trench backfill materials to yield a minimum density of 90 percent of maximum dry density as determined according to ASTM D1557 or AASHTO T-180.
 - b. The Engineer has the authority to request the services of an independent testing laboratory for the density tests at the Contractor's expense.
2. Maintain temporary pavement level with adjoining pavement surfaces until the permanent pavement is placed.

BACKFILL AND BEDDING FOR APPURTENANCES:

1. Provide 4 inches of granular bedding material unless otherwise shown on the Plans.
2. Do not backfill until new concrete has properly cured, and any required tests have been accepted.
3. Backfill in lawns and landscaped areas with excavated materials.
4. Backfill in pavement around manholes, catch basins, inlets, valve vaults, and other structures as determined by the Engineer with granular backfill materials.

FINISH GRADING:

1. Provide finish grading and filling to achieve the lines and grades.
2. Slope grades to drain away from structures.
3. Replace culverts damaged during the construction with new culverts. Temporary culverts may be provided if drainage improvements are part of the Contract.
4. Except where mounding over trenches is specified, grade smooth areas of the Work including previously grassed areas that have been disturbed, and adjacent transition areas.
5. Fill and compact depressions from settlement and round tops of embankments and breaks in grade.
6. Protect newly graded areas from traffic and erosion. Repair settlement or washing away that may occur prior to surface restoration and re-establish grades to the required elevations at no additional cost to the Contract.

7. Remove unsuitable and surplus excavated materials not used for backfilling from the project site.
8. Do not deposit on public or private property without written permission from property owner or authorized representative of appropriate public agency.

WATER DISTRIBUTION SYSTEM:

SUMMARY: Provide the water distribution system as shown on the Plans, specified herein, and needed for a complete and proper installation, and in accordance with the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", except as revised herein.

Provide labor, materials, tools, chemicals and equipment necessary to perform the pressure and leakage tests and disinfection.

SUBMITTALS: Furnish two (2) copies of bacteriological test reports.

Submit the following at the preconstruction meeting for review and approval by the Engineer:

1. Company name and contact information of the insertion valve installer (subcontractor).
2. Written proof/references of at least 3 years of experience and/or at least 30 successful insertion valve installations by the insertion valve installer.

IRON AND STEEL MATERIALS: All iron and steel materials used on this project shall be domestically manufactured or produced and fabricated in accordance with Article 106.01 of the Standard Specifications.

BRASS AND BRONZE ALLOYS: All brass and bronze alloys supplied with the products shall contain less than 15 percent zinc, unless otherwise specified.

1. Brass that will come in contact with potable water shall contain no more than 0.25% lead.
 - a. Brass fittings shall be marked with industry standard marking to indicate the amount of lead (no lead, low lead, etc.) in the brass.
 - b. Brass for service saddles may contain more than 0.25% lead to improve ductility of the saddles.

PIPE AND FITTINGS: Provide ductile iron pipe materials in size 4-inch through 10-inch unless otherwise indicated on the Plans.

Ductile Iron Pipe: Provide ductile iron pipe complying with ANSI A21.51, special thickness Class 52, with joints complying with ANSI A21.11. Use cement lining complying with ANSI/AWWA, C104/A21.4 standard thickness.

1. Provide restrained joint pipe system, where indicated on the Plans, that utilizes one of the following methods:
 - a. Lock rings welded into place around pipe barrel.
 - b. Bolted rings installed around pipe barrels that fit inside pipe bells.
 - c. Gaskets which include stainless steel locking segments vulcanized into the gasket.
 - d. Mechanical joint retainer gland systems that provide locking segments shaped to pipe barrel that do not create stress points on pipe barrel.
 - (1) Do not use setpoint type retainer glands.
 - e. Acceptable products:
 - (1) American Fastite, Flex-ring, Lok-ring, and MJ coupled joint.
 - (2) Clow Tyton Joint – Type A or Type B, and Super-Lock.
 - (3) U.S. Pipe TR-Flex Gripper.
 - (4) Griffin Bolt Lok or Snap Lok.
 - (5) Field Lok or Fast Grip Gasket Systems.
 - (6) Meg-A-Lug System.
 1. Series 1100 Megalug for MJ to pipe
 2. Series 1700 Megalug Harness for push on joint.
 - (7) Or approved equal.
2. Fittings:
 - a. Use ductile iron fittings with mechanical joint complying with ANSI A21.10 or A21.53.
 - b. Use cement lining complying with ANSI A-21.4, standard thickness.
 - c. Bolts and nuts:
 - (1) Use Cor-blue bolts and nuts,
 - d. Provide restrained joint type fittings compatible with pipe system utilized, as specified by the pipe manufacturer.
 - e. Mechanical joint retainer gland systems that provide locking segments shaped to pipe barrel that do not create stress points on pipe barrel.
 - (1) Acceptable products:
 1. Meg-A-Lug System.
 - a. Series 2000PV Megalug for MJ to Pipe (C-900).
 - b. Series 1500 Megalug Harness for push on joint (C-900).
 - c. Series 1900 Megalug for MJ to Pipe (C-909).
 - d. Series 1900 Harness for push on joint (C-909).
3. Polyethylene sheet: Comply with ANSI/AWWA C105/A 21.5-99:
 - a. Thickness: linear low-density polyethylene film (minimum 8 mils) or high-density cross laminated polyethylene film (minimum 4 mils).
 - b. Markings: The following information will be clearly marked on the sheet at minimum increments of 2-feet along its length:
 - c. Manufacturers name or trademark.

- d. Year of Manufacture.
 - e. Min. film thickness and material type (LLDPE or HDCLPE).
 - f. Applicable range of nominal pipe diameter size(s).
 - g. Warning – Corrosion Protection – Repair any damage.
4. Conductivity appurtenances:
- a. Provide wedges of serrated silicon bronze or #10-copper cable and tapping devices specifically designed for this purpose.
 - b. Use devices provided by the pipe manufacturer.
 - c. Standard mechanical joints, field lok, or meg-a-lug are not acceptable for the purpose of conductivity.

VALVES: Provide gate valves with clockwise closing direction.

1. Design in accordance with AWWA C509 (cast iron body), or AWWA C515 (ductile iron body) bronze fitted, resilient wedge and seat type with non-rising stem and O-ring packing.
2. Provide ANSI Class 125 flange ends or mechanical joint ends for valves installed in vaults as indicated on the Plans.
 - a. Provide restrained type joints for all mechanical joint end valves.
3. Acceptable valve manufacturers:
 - a. Waterous Model 2500
4. Acceptable valve box manufacturer:
 - a. Tyler 664-S

VALVE VAULTS:

1. Provide precast reinforced concrete manhole sections, bottoms, and flat top slabs complying with ASTM C478 unless otherwise indicated on the Plans.
2. Provide concentric cone section unless otherwise indicated on the Plans.
3. Provide precast reinforced concrete monolithic or separate base.
4. Design flat slab tops for AASHTO HS20-44 wheel loading.
5. Provide 4,000 psi concrete using Type I Portland Cement complying with ASTM C150.
6. Mortar: Mix one part Portland Cement to three parts fine aggregate.
7. Provide joints of either flexible watertight rubber gaskets or preformed bituminous plastic gaskets consisting of a homogeneous blend of refined hydrocarbon resins and plasticizing compound reinforced with inert mineral filler.
 - a. Acceptable preformed gasket products:
 - (1) K.T. Snyder Co., RAM-NEK.
 - (2) Concrete Sealants, Type CS-208.
 - (3) Or approved equal.

8. Frames and covers: Provide cast iron frames and covers with heavy duty, indented top with solid self-sealing lids and machined bearing surfaces, stamped with the words "VILLAGE OF VILLA PARK" and "WATER".
 - a. Acceptable products:
 - (1) Neenah R-1713;
 - (2) East Jordan 1050 EXHD;
 - (3) Or approved equal.
9. Flexible pipe connectors: Provide flexible rubber gasket collar for connecting pipe to the manhole.
 - a. Comply with ASTM C-923
 - b. Use PSX gasket system by Press-Seal Gasket Corporation.

FIRE HYDRANTS:

1. Comply with AWWA C502.
2. Factory painted red.
3. Match the hydrants generally installed in the Municipality's water system.
 - a. Acceptable manufacturers:
 - (1) Waterous Pacer Model WB 67-250
 - (2) Or approved equal.
4. Hydrant shall have a five and one half foot bury depth.
5. Provide compression type with a 5-1/4-inch and minimum size main valve assembly, O-ring seals, two 2-1/2-inch hose nozzles, and a 4-1/2-inch pumper nozzle with National Standard threads, a National Standard operating nut, and an above-ground break flange.
6. Provide a 6-inch auxiliary resilient seat type gate valve with restrained type joints or bituminous coated metal tie rods between the valves and the tee fittings.
7. Provide valve boxes with cover marked with the word "WATER".
 - a. Bituminous coated carbon steel valve extension stems and 2-inch square operating nuts 2 inches below cover.
8. Provide valve box stabilizers on all hydrant auxiliary valves.
 - a. Acceptable manufacturers:
 - (1) BLR Enterprises, Inc.
 - (2) Or approved equal.

WATER SERVICES:

1. Provide service saddles, corporation stops, curb stops, service boxes, and water service tubing. Comply with the most recent edition of AWWA C800 (or NSF/ANSI 372) for service lines and service line appurtenances.
 - a. Service lines: 1-inch Type K soft temper seamless copper water tubing complying with ASTM B-88.

- b. Service saddles: direct tap all water services to the new water main, no service saddles will be used.
- c. Corporation stops: Mueller No. H15000 with AWWA taper thread inlet and copper flare straight connection outlet.
- d. Curb stops: Mueller No. H15154, Minneapolis pattern.
- e. Service boxes: Extension type with stationary rods, No. H10302 Minneapolis pattern.
- f. Unless otherwise specified, all fittings shall be no-lead brass.

TAPPING SLEEVES AND VALVES:

1. Tapping Sleeves:
 - a. Use two-piece bolted sleeve ductile iron or stainless steel type with mechanical joints.
 - b. Provide joint accessories.
 - c. Measure existing water main outside diameter to determine proper tapping sleeve size
 - d. Acceptable manufacturers:
 - (1) Ductile iron: Clow F-5205, or approved equal.
 - (2) Stainless steel: Cascade CST extra heavy duty.
 - (3) Or approved equal.
2. Tapping valves:
 - a. Use fully ported gate valves complying with AWWA C500.
 - b. Use mechanical joints type, Clow F-5093, or approved equal.

RESTRAINED FLANGE ADAPTOR:

1. Provide a ductile iron flange adaptor dual ring system with bolt circles compatible with 125#/Class 150 bolt pattern.
 - a. Provide adaptor with individual actuated gripping wedges that utilize torque limiting screws to insure proper initial set.
 - b. Set screw "only" restraining adaptors are not acceptable.
 - c. Provide system that allows joint deflection of up to 5°.
 - d. Provide a fluoropolymer coating to the wedge and wedge assembly and powder coating to the restraint body.
2. Acceptable Manufacturers:
 - a. Series 2100 Megaflange by Ebaa Iron;
 - b. Or approved equal.

WATER MAIN REPAIR:

1. Repair water main or water services damaged during construction utilizing products of type and manufacturers as approved by the Owner.

2. Pipe couplings for joining of sections of cut water main where a section of new pipe is used to replace a broken pipe.
 - a. Acceptable manufacturers:
 - (1) Dresser Style 38.
 - (2) Smith-Blair CC-441.
 - (3) Or equal.
3. Repair clamps for broken or cracked pipe and sealing of existing corporation stop opening.
 - a. Use full-circle single band all stainless steel clamps.
 - b. Acceptable manufacturers:
 - (1) Smith-Blair 261.
 - (2) Or approved equal.
 - c. Replace damaged service corporation stops by installation of full-circle single band all stainless steel clamps, with service outlet, matching manufacturer's and styles used for repair of a cracked pipe.

CONSTRUCTION REQUIREMENTS

PIPE INSPECTION, HANDLING, STORAGE, AND INSTALLATION: Install in accordance with pipe manufacturer's recommendations.

1. Ductile iron water mains and appurtenances:
 - a. Comply with AWWA C-600.
 - b. Protect pipe and fittings by loose wrapping or tubing with polyethylene sheet.
 - c. Place polyethylene sheet around the entire circumference of the pipe, tie or tape sheet securely to prevent displacement during backfilling.
 - d. Comply with ANSI/AWWA A21.5-99/C105 regarding installation of polyethylene protection.
 - e. Install conductivity through joints by use of conductivity wedges or copper cable and taps.
 - (1) Use two wedges per joint.
 - (2) Use number of copper cable connectors per joint as recommended by the pipe manufacturer.

OPERATION OF APPURTENANCES: Village of Villa Park Public Works Department employees only shall operate any existing water distribution appurtenances (i.e. water valves, hydrants, etc.).

WATER DISRUPTIONS: A minimum forty-eight (48) hours advance notice to the Owner's Public Works Department is required for any water disruptions.

DEPTH OF PIPE COVER: Lay water mains and water service lines with a minimum depth of cover of five and one half feet below finished grade ground level unless otherwise indicated on the Plans.

1. Where new mains cross existing mains, install new main below existing main unless otherwise indicated on the Plans.

CONNECTIONS TO EXISTING WATER MAINS:

1. Make connections to existing mains.
2. Use non-pressure connections, except where pressure connections are shown on the Plans or as directed by the Engineer.
3. Make one connection at a time except as approved by the Engineer.

PIPE RESTRAINING SYSTEMS:

1. Provide protection from movement of water main piping, plugs, caps, tees, valves, hydrants, and bends of 11-1/4 degrees or greater.
2. Provide concrete thrust blocks at all locations unless restrained joint type fittings are utilized.
3. Where restrained joint type fittings are called for on the Plans, but cannot be utilized, provide concrete thrust blocks.
4. Concrete thrust blocks:
 - a. Provide precast or cast-in-place concrete thrust blocking with a compressive strength of 3000 psi in 28 days.
 - b. Locate thrust blocking between solid ground and the fitting to be anchored.
 - c. Unless otherwise shown or directed by the Engineer, place the base and thrust bearing sides of thrust blocking directly against undisturbed earth.
 - d. Sides of thrust blocking not subject to thrust may be placed against forms.
 - e. Place thrust blocking so the fitting joints will be accessible for repair.
 - f. When conditions prevent the use of concrete thrust blocks, use restrained joints of an approved type.
 - g. Minimum width of thrust block shall be 12 inches.
5. Restrained type pipe, fittings, and valves:
 - a. Provide restrained system as outlined in this Section or utilize metal tie rods, clamps, and lugs to prevent pipe and appurtenances from movement.
 - b. Protect tie rods and clamps with epoxy or bituminous paint.
 - c. Only restrained joint pipe indicated on the Plans will be paid for as a separate Pay Item.
 - i. Restraining gaskets or locking systems utilized on straight runs of push pipe are not considered as fittings, and are paid for as part of the Pay Item for restrained joint type pipe.

SEWER CROSSING: Separate water mains and water service lines from sanitary sewer, storm sewers, combined sewers, house sewer service connections, and drains in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois".

VALVE VAULTS:

1. Install pipe through valve vault as shown on the Detail.
2. Make vault watertight with use of flexible manhole connectors as per the Detail.
3. Jointing:
 - a. Use flexible watertight gaskets for each joint.
 - b. Trim smooth and free from surplus gaskets.
4. Frames and covers: Unless otherwise shown on the Plans or as determined by the Engineer, set frames and covers:
 - a. In paved areas: So that the top of the solid cover will be flush with the finished pavement; or
 - b. In unpaved areas: To drain away from the valve vault.
 - c. With flexible watertight gaskets.
 - d. With grade rings not to exceed 12 inches.

HYDRANT INSTALLATION:

1. Install hydrants plumb with the lowest hose connection at least 18 inches but not more than 24 inches above the finished grade ground level. Set hydrant bases and auxiliary valve on a precast concrete block to provide firm support for the base.
2. Brace the bases with solid concrete blocking between the base and undisturbed trench wall to counteract the reaction thrust of water pressure at the base. Provide mechanical joint anchoring fittings or approved restrained joints.
3. Brace the hydrant barrels during backfilling. Do not block the drain hole in hydrant.
4. Place a minimum of 1 cubic yards of washed coarse stone at and around the base for proper drainage. Cover stone with plastic before backfilling.
5. Place and compact backfill materials in 6-inch layers around the hydrant and auxiliary gate valve.
6. Cover new hydrant with plastic bag until new system is in service.

WATER SERVICE CONNECTION:

1. Make service connections at locations shown on the Plans or determined by the Engineer at the time of construction.
2. Install water service pipe, corporation stop, curb stop, and service box as shown on the water service installation detail in the Plans.
3. Set curb stop on a precast concrete block.
4. Do not splice the water service pipe.
5. See TESTING AND INSPECTING for sequence of service line construction.

6. Service boxes:
 - a. Install service box over curb stop in a truly vertical position.
 - b. Set the top of box flush with the surrounding finished grade.
7. Direct tapping of polyethylene-encased D.I.P.:
 - a. Wrap two or three layers of polyethylene adhesive tape completely around the pipe to cover the tapping machine and chain mounting area.
 - b. Make the tap and install the corporation stop directly through the tap and polyethylene.
 - c. After making the direct service connection, inspect the entire circumferential area for damage and make any necessary repairs.
 - d. Wrap the corporation stop and a minimum distance of 3 feet of the copper service pipe with polyethylene.

TUNNELING:

1. This work applies to tree tunneling and service line installation for open-cut water main construction only.
2. Use boring auger with a diameter at least 6 inches larger than the outside diameter of the bell of the pipe to be installed.
 - a. Place a 3-inch sand cushion in the bored hole before installing the pipe.
 - b. Push the pipe carefully into place so as not to disturb the bore hole.
 - c. Fill the void space around the pipe with sand.
3. Water main may be tunneled by hydro-boring or other directional boring method in lieu of method outlined above.
 - a. Method must be approved by Engineer at pre-construction meeting.
 - b. No additional compensation will be allowed. If alternate method proves to be unsuccessful, and Contractor will complete installation as outlined above at no addition to Contract.

PRESSURE CONNECTION:

1. Support the exposed existing water main on concrete pedestals at sufficient intervals to properly carry its own weight, plus the weight of the tapping machinery and fitting. Provide thrust blocking.
2. Minimum tap hole will be 1/2-inch less than the nominal pipe diameter.
3. Open valve to flush any foreign material after completion of the pressure tapping.

POLYETHYLENE WRAPPING OF DUCTILE IRON PIPE AND APPURTENANCES:

1. Comply with requirements of ANSI/AWWA C105/A21.5-99.
2. Wrap all water mains, fittings, valves, fire hydrant leaders, fire hydrants, and service lines.
3. Wrap copper service lines to a point 3 feet from center of water main.
4. Do not block fire hydrant weep hole.

TESTING AND INSPECTING:

Sequence of installation: Install new water main but do not install corporation stops, services lines, curb stops, or service boxes until after: conducting pressure test, leakage test, disinfection of new water main, flush main, and acceptance for putting new main into service. Finish by installing corporation stops, service lines, curb stops and service boxes, and test and disinfect prior to connection to existing service lines.

1. Hydrostatic tests:
 - a. Devise a method for disposal of waste water from hydrostatic tests, and for disinfection, as approved in advance by the Engineer.
2. Pressure tests:
 - a. Subject the new water mains, including valves and hydrants, to a hydrostatic pressure of 150 psi.
 - b. Hold the test pressure for a duration of two hours without pressure loss or further pressure application.
 - c. Carefully examine exposed pipe, joints, fittings, and valves.
 - d. Replace or remake joints showing visible leakage.
 - e. Remove cracked pipe, defective pipe, and cracked or defective joints, fittings and valves. Replace with sound material and repeat the test until results are satisfactory.
 - f. Make repair and replacement without additional cost to the Village.
 - g. Use only solid stainless full-body repair clamps as approved by the Engineer.
3. Leakage test:
 - a. Conduct a metered leakage test after the pressure test has been satisfactorily completed.
 - b. Duration of each leakage test: At least 24 hours.
 - c. During the test, subject water lines to a normal water pressure of the Municipality's water system.
 - d. Install water meter approved by the Engineer. Provide double check valve assembly between water meter and existing water main.
 - e. Maximum allowable leakage: As recorded by a meter approved by the Engineer, with leakage to not exceed the number of gallons per hour (gph) as determined by the following formula:

$$\text{gph} = LD (P^{1/2})/133,200$$

in which: L = Length of pipe tested, in feet
D = Diameter of water main, in inches
P = Average pressure, in pounds per square inch (gage)

Should any test of pipe disclose leakage greater than the maximum allowable amount, locate and repair the defective joint or joints and then repeat the 24-hour metered leakage test until the leakage is within the specified allowance, and at no additional cost to the Contract.

4. Time for making test:
 - a. Except for joint material setting and curing time for thrust blocks, pipelines jointed with rubber gaskets, mechanical, or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected, and tested for leakage any time after partial completion of backfill.
 - b. Perform the pressure and leakage tests satisfactorily prior to requesting the Engineer to witness the official tests.
 - c. Notify the Engineer at least 48 hours prior to the time of the requested official tests.
 - d. Depending on traffic conditions, public hazard, or other reasons, the Engineer may direct when to conduct the tests, and may order the tests to be made in relatively short sections of water mains.

PRELIMINARY FLUSHING:

1. Prior to disinfection, flush main as thoroughly as possible.
 - a. Flush main until water runs clear.
 - b. Provide a minimum flushing velocity of 2.5 fps in the water main.
2. Coordinate time of flushing with Owner and Engineer, at least 72 hours in advance of flushing.
 - a. Do not initiate flush without Owner's permission.

DISINFECTION: After the water main work has been satisfactorily completed and tested, disinfect the work in accordance with AWWA C651, and "Standard Specifications for Water and Sewer Main Construction in Illinois".

1. Forms of applied chlorine:
 - a. Apply chlorine by gas feed or solution feed chlorinator, as approved by the Owner.
 - b. Provide effective diffusion of the gas or solution into the water within the water main.
 - c. Provide means for preventing the backflow of water into the feeder.
2. Requirement of chlorine:
 - a. Initial chlorine solution in pipe: At least 50 mg/l, but not more than 100 mg/l.
 - b. Retain the disinfecting solutions in the work for at least 24 hours
 - c. Chlorine residual after the retention period: At least 25 mg/l.
3. Flushing and testing:
 - a. Following chlorination, flush treated water thoroughly from the water mains until the chlorine concentration in the water flowing from the main is no higher than generally prevailing in the Municipality's system, or less than 1 mg/l.
 - b. After flushing, collect two water samples on successive days at least 24 hours apart in sterile bottles treated with sodium thiosulfate. Notify the Engineer and the Owner to witness sample collection.
 - c. Deliver the samples to a State approved laboratory for bacteriological analysis.

- d. Should the initial disinfection result in an unsatisfactory bacterial test, repeat the chlorination procedure until satisfactory results are obtained.
 - e. The Owner will provide the water for initial flushing and testing only.
 - f. Compensate the Owner for water used in subsequent flushing and testing.
4. Swabbing:
- a. Flush and swab the piping, valves, and fittings that must be placed in service immediately and cannot be disinfected by the above specified methods, with 5 percent solution of calcium hypochlorite prior to assembly.
 - b. Secure the Engineer's approval before applying this method of disinfection.

DECHLORINATION

1. Comply with AWWA C651-05 requirements to neutralize the residual chlorine in new water mains.
2. After new water mains have passed disinfection requirements, utilize portable diffusing dechlorinators that utilize sulfur dioxide or other chemicals listed in Appendix C of AWWA C651 to lower chlorine residuals prior to discharge to the drainage system. Lower concentration to 1 mg/l or less.

ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES:

1. Abandon water mains indicated on the Drawings as "to be abandoned" only after all requirements for testing and disinfection have been satisfied and all existing services have been connected to new water mains.
2. Provide ductile iron plugs or caps to abandon water main pipes.
3. Provide ductile iron plugs, caps, or other necessary fittings, and thrust blocking, on ends of portions of existing water mains that are to remain in service.
4. Close existing water valves only with the permission of the Engineer.
5. Deliver valves, valve boxes, fire hydrants, and frames and grates to the Municipality's Public Works Department. Contractor to dispose offsite any abandoned materials the Village does not want to keep.
6. Removal of existing water mains that are being replaced by new water mains in the same location is considered incidental to the installation of the new water main and no additional compensation will be allowed.

WATER MAIN REPAIR:

1. Whenever existing water mains or water service pipes are damaged during construction, stop the pipe installation work and immediately repair the damaged portion of the existing piping.
2. Contact the Engineer and Owner immediately to report the location and extent of the damage.

3. Repair the water main with methods complying with the "Standards for Water and Sewer Main Construction In Illinois", and any additional requirements required by the Owner.
4. Utilize only materials of repair as noted in the products section of this specification or as dictated by the Owner.
5. Where water services have been stripped or pulled from the water main, replace the corporation stop as instructed by the Engineer, and replace the water service pipe to a point as determined by the Engineer.
6. Comply with disinfection requirements as dictated by the Owner.
7. Do not cover the repair until work is inspected and approved by Engineer.

DUCTILE IRON WATER MAIN (OPEN CUT):

Description. This work shall be done in accordance with the Special Provision for "WATER DISTRIBUTION SYSTEM", and "TRENCHING BACKFILLING AND COMPACTING FOR SANITARY SEWERS AND WATER MAIN", and shall consist of water main pipe complete in place, including excavation; removal and disposal of waste excavated materials; protection, replacement, or repair of utilities; trench dewatering, including erosion and siltation control methods and devices to provide protection to environment from all pumping operations; installation of pipe and pipe fittings; polyethylene wrapping of all pipe; bracing; **furnishing and installing all required restrained joint type ductile iron water main fittings**; furnishing and installing concrete thrust blocks at all connections to existing pipe and at all bends, wyes, and tees; bedding and covering of pipe; trench backfilling with and compaction of excavated materials; testing; disinfection, finish grading; but not including backfilling with trench backfill material.

Installing new mains in excess of five and one half feet of cover in order to cross existing mains, provide for future improvements or cross below sewer lines is included in the cost of installation of the water main, and no addition to the contract will be allowed.

Method of Measurement. This work will be measured in lineal feet along the centerline of the pipe, and the measurement shall extend through fittings and valves.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for DUCTILE IRON WATER MAIN (OPEN CUT), of the pipe sizes, joint type and material specified, regardless of depth.

Hydrant leader pipe shall be paid for as DUCTILE IRON WATER MAIN (OPEN CUT): 6".

Trench backfill with granular materials shall be paid for separately as TRENCH BACKFILL.

TRENCH BACKFILL:

This work shall be done in accordance with Section 208 of the Standard Specifications except as modified herein.

208.02 Materials. Replace this Article with the following:

“208.02 Materials. Trench backfill material shall be CA-6 crushed gravel or crushed stone, virgin material, meeting the requirements of Section 1004.”

208.03 Method of Measurement. Add the following sentence to the end of the first paragraph of part (b) of this article.

“Trench backfill shall be placed and measured for payment to the top of the existing pavement in areas where pipe is installed within the existing roadway.”

CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE):

Description. This work shall be done in accordance with the Special Provision for “WATER DISTRIBUTION SYSTEM” and shall consist of non-pressure connections to existing water mains or force mains complete in place, including sawcutting, and removal and disposal of existing pavements; excavation; removal and disposal of waste excavated materials; trench dewatering, including erosion and siltation control for discharge resulting from all pumping operations; protection, replacement, or repair of utilities; removal of existing plugs or caps; cutting and removal of the pipe if necessary; bracing; polyethylene wrapping of pipe and valves; bedding and covering of pipe; testing; disinfection; finish grading; including backfilling and compacting excavated material or trench backfill material, but not including the valve vault or fittings.

The maximum time allowable per each non-pressure connection is two (2) hours. Each connection must be made within two (2) hours. Contractor should expect the flows in the water mains that are shut off for the non-pressure connections to be no more than 1/3 pipe diameter; a complete shutdown of all flow in the water mains should not be expected.

Basis of Payment. This work will be paid for at The Contract unit price for each CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), of the size noted, and shall include coordination with the Village.

WATER VALVE:

Description. This work shall be done in accordance with the Special Provision for “WATER

DISTRIBUTION SYSTEM” and shall consist of the installation of a gate valve, complete in place, installed as a part of the water main installation, at locations indicated on the Plans. This work shall include excavation; removal and disposal of waste excavated materials; protection, repair, or replacement of utilities; trench dewatering, erosion and sedimentation control methods and devices to protect the environment; backfilling with and compacting with trench backfill material around the new box; and finish grading.

Basis of Payment. This work will be paid for at the Contract unit price each for WATER VALVE of the size indicated.

Fire hydrant auxiliary valves will be paid for separately as part of the pay item for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.

VALVE VAULT:

Description. This work shall be done in accordance with the Special Provision for “WATER DISTRIBUTION SYSTEM” and shall consist of installing valve vaults complete in place, including steps and ASTM C-923 mechanical boot connection as shown in the detail on the Plans. This work shall include excavation; removal and disposal of waste excavated materials; protection, repair, or replacement of utilities; frames and lids; final adjustment of the frame to meet finished grade; joint protection; trench dewatering; erosion and siltation control methods and devices to protect the environment; backfilling with and compacting trench backfill material around the new vault; finish grading; and all other appurtenances listed in the MANHOLES section of the SANITARY SEWER SYSTEM Special Provision

Basis of Payment. This work will be paid for at the contract unit price each for VALVE VAULT, of the valve vault size and frame and lid type indicated.

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX:

Description. The work of this pay item shall be in accordance with the Special Provision for “WATER DISTRIBUTION SYSTEM” and shall consist of furnishing and installing fire hydrants with auxiliary valve and valve box complete in place at the locations shown on the drawings, including sawcutting, removal and disposal of existing pavements; excavation; removal and disposal of waste excavated materials; trench dewatering; thrust blocking; hydrant barrel drain washed stone pocket; support; testing; disinfection; and backfilling with and compacting of trench backfill material. This work includes polyethylene wrapping of connecting pipe, auxiliary valve, and hydrant.

Method of measurement. This work will be measured for payment for each fire hydrant installed. Hydrant leader pipe will be paid for as DUCTILE IRON WATER MAIN (OPEN CUT), 6”.

Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.

WATER SERVICE REPLACEMENT:

Description. This work shall be done in accordance with the Special Provision for "WATER DISTRIBUTION SYSTEM" and shall consist of providing and installing new 1-inch copper water service pipes by horizontal directional drilling method ("long side" services) and open cut method ("short side" services) from the right of way line and terminate at the connection to the water main. This work also includes connecting water service lines to the new main and to the existing water service pipes complete in place, including service saddles, corporation stops; curb stops, and service boxes. This work also includes all required fittings or adaptors necessary to connect to existing service lines, and backfilling with and compacting of trench backfill material. This work also includes removal and disposal of existing service boxes. Water service pipes must be installed by trenchless methods at locations where open cut would damage trees or tree roots.

Method of Measurement. Water service connections will be measured as a per each item.

Basis of Payment. This work will be paid for at the contract unit price each for WATER SERVICE REPLACEMENT of the size and type indicated.

STORM SEWERS (WATER MAIN QUALITY):

This work shall be done in accordance with Section 550 of the Standard Specifications except as modified herein.

550.02 Materials. Revise this Article to read:

"550.02 Materials. The storm sewer pipe shall be water main quality pipe meeting the requirements of sections 40 and 41 – 2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois". PVC (SDR 26) pipe shall be used in accordance with ASTM D-2241, with joints conforming to ASTM D-3139 and flexible elastomeric gaskets meeting ASTM F-477 criteria."

550.10 Basis of Payment. Revise the first paragraph of this Article to read:

"550.10 Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS (WATER MAIN QUALITY), of the diameter specified, which price shall also include connections to existing storm sewer structures and existing storm sewers."

CLASS D PATCHES:

This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein.

442.01 Description. Delete all reference to a specified “type” in this Article.

442.11 Basis of Payment. Revise the second paragraph of this Article to Read:

“This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, of the thickness specified.”

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”:

This work shall be performed in accordance with Articles 406.02, 406.03, 406.05, 406.06, 406.07, and 406.12 of the Standard Specifications, and the detail shown on the Plans, except as modified herein. This work shall consist of placing HMA Surface Course, Mix “D” N50, to a minimum thickness of 4 inches, or to match the existing HMA thickness, whichever is greater.

Method of Measurement. This work shall be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”.

COMBINATION CONCRETE CURB AND GUTTER (SPECIAL):

This work shall be performed in accordance with Section 606 of the Standard Specifications, except as modified herein.

606.01 Description. Revise the Article to read:

“**606.01 Description**. This work shall consist of constructing combination concrete curb and gutter; which shall include all sawcutting; pavement removal for forming purposes; excavating for a 4-inch CA-6 granular subbase; installation of two No. 4 (1/2-inch) continuous reinforcing bars; backfilling in front of the curb with Class SI Concrete; backfilling behind the curb with sand or suitable excavated material; and dowel bars at construction and expansion joints.”

606.04 Excavation. Add the following paragraphs to the end of this Article:

“A 4-inch thick CA-6 granular subbase shall be placed and compacted under the proposed curb and gutter as shown on the Detail provided in the Plans and shall be paid for separately as AGGREGATE BASE COURSE, TYPE B – 4 INCH.

Removal of the existing pavement will be required in order to install a front face form. The area between the edge of the existing pavement and the face of the new gutter shall be cleaned of all loose material and then filled with Class SI concrete to a minimum 6-inch width, 2½” below the top of the proposed gutter flag. Driveways removed for forming shall be backfilled with an approved granular material as temporary pavement.

606.07 Concrete Gutter, Curb, and Curb and Gutter. Add the following to the fourth paragraph of this Article:

“Tooled contraction joints shall be provided at uniform intervals not to exceed 15 feet. All tooled joints shall be sawcut within 24 hours of installation. Construction joints with dowel bars shall be provided at the end of a day’s work. Expansion joints shall be 1-inch thick with two No. 6 (3/4”) smooth epoxy coated bars with greased cap and shall be constructed at intervals not to exceed 60 feet, and within 5 feet of any structure. Dowel bars will be drilled into the existing curb and gutter at the transition to new curb and gutter.

606.13 Backfill. Revise this Article to read:

“After the concrete has obtained the specified strength or as determined by the Engineer, the space in back of the construction shall be backfilled to the top of the proposed curb with sand or other material approved by the Engineer, and neatly graded to the satisfaction of the Engineer. Excess sand behind the curb shall be removed just prior to parkway restoration work.”

606.15 Basis of Payment. Revise the first paragraph of this Article to read:

“**606.15 Basis of Payment.** This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER (SPECIAL), of the type specified. The cost of over cutting and filling behind and in front of the curb and gutter shall also be included in this contract unit price.

Removal of excess backfill material before parkway restoration work shall be included in the cost of PARKWAY RESTORATION.”

AGGREGATE SUBGRADE IMPROVEMENT

Effective: February 22, 2012

Revised: March 3, 2015

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement.

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	1031

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.

303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.

303.04 Soil Preparation. The stability of the soil shall be according to the Department’s Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradation

CS 01 shall be 24 in. (600 mm).

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

303.07 Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.09 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.

Add the following to Section 1004 of the Standard Specifications:

“1004.06 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.

- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.
- (c) Gradation.
- (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

Grad No.	COARSE AGGREGATE SUBGRADE GRADATIONS				
	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

Grad No.	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20

- (2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.

TEMPORARY ACCESS:

This work shall consist of furnishing and placing aggregate for use as temporary access in accordance with section 402 of the Standard Specifications, except as modified herein.

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as determined by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as determined by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft. The minimum compacted thickness shall be 6 in. The maximum grade shall be eight percent, except as required to match the existing grade.

- (b) Commercial Entrance. The minimum width shall be 24 ft. The minimum compacted thickness shall be 9 in. The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft. The minimum compacted thickness shall be 9 in. The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction at the discretion of the Engineer or disposed of according to Article 202.03”.

402.12 Method of Measurement. Add the following to this article:

“Aggregate surface Course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified”.

402.13 Basis of Payment. Revise the second paragraph of this Article to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access”.

DUST CONTROL WATERING:

This work shall consist of the exclusive control of dust resulting from construction operations by the uniform application of sprinkled water. DUST CONTROL WATERING shall be performed when directed by the Engineer. All equipment used for this work shall be approved by the Engineer prior to beginning the work and shall be equipped with adequate measuring devices for metering the exact amount of water discharged.

Method of Measurement. Dust Control Watering will be measured for payment in units of 1000 gallons of water applied. All water used shall be properly documented by ticket or other approved means.

Basis of Payment. This work will be paid for at the contract unit price per unit for DUST CONTROL WATERING.

PARKWAY RESTORATION:

This work shall be done in accordance with Sections 211 and 252 of the Standard Specifications and the Details provided in the Plans, except where modified herein.

Description. The purpose of this work is to restore the areas disturbed by construction and/or to provide proper drainage in the parkways.

This work shall include restoring disturbed areas within the construction limits, removing excess backfill material, furnishing and placing topsoil in accordance with Section 211, compacting and grading to maintain positive slope, and sodding the areas in accordance with Section 252. Care should be taken to insure proper compaction as the Contractor will be responsible for repair of any areas where settlement occurs.”

211.02 Materials. Add the following to the end of the Article:

“Topsoil shall be a loamy mixture of black dirt having at least 90 percent passing a No. 10 sieve, and shall be free of large roots, brush, sticks, weeds, stones larger than 1/2-inch in diameter and any other litter. Topsoil, pH shall not be lower than 4.5 nor higher than 8.5 as determined in accordance with ASTM procedures for soil testing. Sod shall be salt tolerant.”

211.04 Placing Topsoil and Compost. Add the following to the end of the Article:

“The topsoil shall be spread to a smooth, compacted uniform thickness of not less than 4 inches.”

252.03 Ground Preparation. Add the following to the end of the Article:

“The removal of any excess backfill material shall be included in the pay item for PARKWAY RESTORATION.

Fertilizer nutrients shall be applied in accordance with Section 252.03 of the Standard Specifications and shall be included in the pay item for PARKWAY RESTORATION.”

252.06 Placing Sod. Add the following to the end of the Article:

“The Contractor shall provide subsequent resodding until a satisfactory growth of grass is produced or if settlement occurs.”

211.07 and 252.12 Method of Measurement. Delete the final paragraph of Article 252.12, Replace Article 211.07 and the first paragraph of 252.12 with the following:

“**Method of Measurement.** This work will be measured for payment in place, and the area computed in square yards. To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition.”

211.08 and 252.13 Basis of Payment. Delete the final paragraph of Article 252.13, Replace Article 211.08 and the first three paragraphs of 252.13 with the following:

“**Basis of Payment.** This work will be paid for at the contract unit price per square yard for PARKWAY RESTORATION.”

TREE ROOT PRUNING:

Tree root pruning shall be performed in accordance with Section 201 of the Standard Specifications except as modified herein.

Fertilizer nutrients and supplemental watering will not be paid for separately, but will be included in the cost of TREE ROOT PRUNING.

INLET FILTERS:

Inlet filters shall be provided and installed in accordance with Section 280 of the Standard Specifications except as modified herein.

Inspect and clean filters weekly and after every rainfall. Perform maintenance as needed. Dispose of debris removed at an approved location. Remove the filter assembly as directed by the Engineer. Maintenance and cleaning of the inlet filters will not be paid for separately, but will be included in the cost of the INLET FILTER.

WATER MAIN ABANDONMENT:

Description. This work shall be in accordance with the Special Provision for "WATER DISTRIBUTION SYSTEM", and shall consist of the disconnection and abandonment of existing water main. The work shall include providing and installing caps and/or plugs on existing mains where portions of the existing main are to be abandoned after the new main is in service, including coordination of shut-down of mains with the Owner and Engineer; re-excavation of locations; removal and disposal of waste excavated materials; cutting of mains; removal of valve and delivery to Owner's Public Works Department; installation of plug or caps; concrete thrust blocks; backfilling and compaction of excavated materials or granular trench backfill material in pavements; and clean-up.

Basis of Payment. The work will be paid for at the contract unit price for each WATER MAIN ABANDONMENT.

FIRE HYDRANT TO BE REMOVED:

Description. This work shall be done in accordance with the Special Provision for "WATER DISTRIBUTION SYSTEM", and shall consist of the abandonment of existing fire hydrants. This work shall include pavement removal and disposal; excavation; cutting fire hydrant lead between auxiliary valve and water main; removing entire fire hydrant and auxiliary valve assembly; installing a cap on the hydrant lead; and backfilling to proposed subgrade elevation with mechanically compacted granular backfill.

Basis of Payment. This work will be paid for at the contract unit price for FIRE HYDRANT TO BE REMOVED.

VALVE VAULT TO BE REMOVED:

Description. This work shall be done in accordance with the Special Provision for "WATER DISTRIBUTION SYSTEM", and shall consist of the abandonment of existing water valve and valve vaults. This work shall include removal of cone section, turning valve off, and backfilling to proposed subgrade elevation with mechanically compacted granular backfill.

Basis of Payment. This work will be paid for at the contract unit price for VALVE VAULT TO BE REMOVED.

VALVE BOX TO BE REMOVED:

Description. This work shall be done in accordance with the Special Provision for "WATER DISTRIBUTION SYSTEM", and shall consist of the abandonment of existing water valve and valve boxes. This work shall include turning off the valve, removal of valve box extension, and backfilling to the top of proposed subgrade with mechanically compacted granular backfill.

Basis of Payment. This work will be paid for at the contract unit price for VALVE BOX TO BE REMOVED.

PRECONSTRUCTION VIDEO RECORDING:

Description. This work consists of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Preconstruction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of Owner and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing. Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects (property addresses, street signs, etc.) at appropriate intervals.

Preconstruction video recordings will be recorded at a rate of travel not exceeding 48 feet per minute, and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have

proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than ten percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the preconstruction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

Schedule. Preconstruction video recording will be performed according to the following schedule:

- (a) Preconstruction video recording will take place after a Notice to Proceed has been issued.
- (b) Preconstruction video recording will take place after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- (c) Preconstruction video recording will take place before any equipment, materials, or other items are delivered to the site.
- (d) Preconstruction video recording will take place no more than seven (7) chargeable days prior to the start of construction.
- (e) Preconstruction video recording will take place, the required pre-construction video recording deliverables will be submitted to the Engineer, and the Engineer will review and issue written approval of the video before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a response is provided. If the video or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- (f) The recording will be submitted to Engineer for review prior to commencement of any construction, and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-filmed at no additional cost to the contract.

Deliverables. Video will be high-definition, with a minimum resolution of 1280 x 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer.

Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings, and will be rejected.

Preconstruction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

Preconstruction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Engineer for Contractor's own use and record.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Basis of Payment. Preconstruction video recording will be paid for at the contract lump sum price for PRECONSTRUCTION VIDEO RECORDING.

TRAFFIC CONTROL AND PROTECTION:

This work shall be done in accordance with applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. This work shall cost no more than 5% of the awardable contract value.

Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701501, 701801, 701901

SPECIAL PROVISIONS (Included in these Special Provisions):

- Maintenance of Roadways
- Work Zone Traffic Control Surveillance (LRS 3)
- Flaggers in Work Zones (LRS 4)
- Sidewalk, Corner, or Crosswalk Closure (BDE)

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

701.19 Method of Measurement. Revise this Article to read:

“701.19 Method of Measurement. Traffic control and protection will be measured for payment on a lump sum basis.”

701.20 Basis of Payment. Revise this Article to read:

“701.20 Basis of Payment. Traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, which price shall include all of the above listed details, standards, and special provisions.”

CONTINGENCY ALLOWANCE:

A contingency allowance pay item is provided as a part of this contract for the purpose of facilitating the completion of unforeseen or additional work not included in the contract as awarded, and which is determined by the Engineer to be necessary and germane to the contract.

Use of the contingency allowance will be at the discretion of the Engineer. The Engineer may, at his/her discretion, use the contingency allowance for any of the following reasons:

- (a) Facilitate a temporary payment allowance to the Contractor for work completed under existing contract pay items and for which completed quantities exceed contract quantities;
- (b) Facilitate a temporary payment allowance to the Contractor for work completed beyond the scope of existing contract pay items; or

- (c) Facilitate a temporary payment allowance to the Contractor for the purchase of equipment, materials or such other requisition as Engineer determines to be necessary for the completion of the Work.

Such use of the CONTINGENCY ALLOWANCE will be further subject to approval by Owner. Owner's decision with regard to use of the CONTINGENCY ALLOWANCE will be final.

- A. Any payments made to Contractor under the CONTINGENCY ALLOWANCE will be considered temporary, and will only be retained by Contractor until such time that an authorization of contract changes can be approved and incorporated into the contract.
- B. Contractor, in accepting payments made under the CONTINGENCY ALLOWANCE, agrees to the terms of this and other applicable special provisions. Contractor agrees to relinquish any monies and any claim to monies paid under the CONTINGENCY ALLOWANCE upon approval of an authorization of contract changes and payment for any work for which payment was previously made under the CONTINGENCY ALLOWANCE. Contractor further agrees to return any monies previously paid thereunder.
- C. The CONTINGENCY ALLOWANCE pay item for this contract has been established with a unit of measurement in dollars, a quantity of 30,000.00, and a contract unit price of one dollar (\$1.00), for a total CONTINGENCY ALLOWANCE contract price of thirty thousand dollars and no cents (\$30,000.00). Bidder, in submitting a bid, accepts the quantity, unit price, and total contract price of the CONTINGENCY ALLOWANCE.

Basis of Payment. This work will be paid for at the contract unit price per dollar for CONTINGENCY ALLOWANCE. The total bid amount for this item will be \$30,000.00.

9/4/2015

I:\Chicago\WILPK\141151-WM Improvement\40-Design\Work\Special Provisions\120-Special Provisions.docx

NOT FOR BID

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Villa Park (Municipality)

Baxter & Woodman, Inc. (Engineer)

Engineer's Consultants

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

NOT FOR BID

BDE SPECIAL PROVISIONS
For the November 6, 2015 Letting

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	6	Bridge Demolition Debris	July 1, 2009	
5026I	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5053I	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	11	Coarse Aggregate Quality	July 1, 2015	
80310	12	Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341	13	Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198	14	Completion Date (via calendar days)	April 1, 2008	
80199	15	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294	17	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311	18	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	19	✓ Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	20	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	21	✓ Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	22	✓ Contract Claims	April 1, 2014	
80029	23	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
80358	24	Equal Employment Opportunity	April 1, 2015	
80265	25	Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	26	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80329	27	Glare Screen	Jan. 1, 2014	
80304	28	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	29	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	30	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	31	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
80347	32	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
80348	33	Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315	34	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351	35	Light Tower	Jan. 1, 2015	
80336	36	Longitudinal Joint and Crack Patching	April 1, 2014	
80324	37	LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
80325	38	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045	39	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	40	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165	41	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80361	42	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	
80337	43	Paved Shoulder Removal	April 1, 2014	

NOT FOR BID

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80349	44	<input type="checkbox"/> Pavement Marking Blackout Tape	Nov. 1, 2014	
80298	45	<input type="checkbox"/> Pavement Marking Tape Type IV	April 1, 2012	
80254	46	<input checked="" type="checkbox"/> Pavement Patching	Jan. 1, 2010	
80352	47	<input type="checkbox"/> Pavement Striping - Symbols	Jan. 1, 2015	
80359	48	<input type="checkbox"/> Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353	49	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338	50	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	51	<input type="checkbox"/> Precast Concrete Handhole	Aug. 1, 2014	
80300	52	<input type="checkbox"/> Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	53	<input checked="" type="checkbox"/> Progress Payments	Nov. 2, 2013	
34261	54	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	55	<input type="checkbox"/> Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	56	<input type="checkbox"/> Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80350	57	<input type="checkbox"/> Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	58	<input type="checkbox"/> Reinforcement Bars	Nov. 1, 2013	
80344	59	<input type="checkbox"/> Rigid Metal Conduit	Aug. 1, 2014	
80354	60	<input checked="" type="checkbox"/> Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340	61	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	
80127	62	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	July 1, 2015
80317	63	<input type="checkbox"/> Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355	64	<input type="checkbox"/> Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301	65	<input type="checkbox"/> Tracking the Use of Pesticides	Aug. 1, 2012	
80356	66	<input type="checkbox"/> Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	67	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	
80318	68	<input type="checkbox"/> Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345	69	<input type="checkbox"/> Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357	70	<input type="checkbox"/> Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346	71	<input type="checkbox"/> Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	72	<input type="checkbox"/> Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	73	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	74	<input type="checkbox"/> Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	75	<input type="checkbox"/> Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	

NOT FOR BID

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

NOT FOR BIDDING

NOT FOR BID

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T₁ or T₂), according to ASTM C 920.”

80334

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

NOT FOR BID

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

Revise Article 109.09(e) of the Standard Specifications to read:

“(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction’s judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor’s right to seek relief in the Court of Claims. The Director’s written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.”

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

80254

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics’ Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department’s Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department’s obligation to pay the Contractor, the Contractor’s obligation to pay the subcontractor, and the Contractor’s or subcontractor’s total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

80328

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015

| Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

“The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides.”

80354

ABV ABOVE
A/C ACCESS CONTROL
AC ACRE
ADJ ADJUST
AS AERIAL SURVEYS
AGG AGGREGATE
AHD AHEAD
APT APARTMENT
ASPH ASPHALT
ADJ ADJUTARY
AGS AUXILIARY GAS VALVE (SERVICE)
AVENUE AVENUE
AX AXIS OF ROTATION
BK BACK
BKL BACK-TO-BACK
B BARRICADE
BGN BEGIN
BM BENCHMARK
BND BINDER
BTM BITUMINOUS
BTM BOTTOM
BLVD BOULEVARD
BRK BRICK
BRX BRUFFALO BOX
BLDG BUILDING
CIP CAST IRON PIPE
CB CATCH BASIN
C-C CENTER TO CENTER
CL CENTERLINE OR CLEARANCE
CL-E CENTERLINE TO EDGE
CL-F CENTERLINE TO FACE
CTS CENTERS
CERT CERTIFIED
CHSLD CHISELED
CS CITY STREET
CP CLAY PIPE
CLSD CLOSED
CLID CLOSED LID
CT COAT OR COURT
COMB COMBINATION
C COMMERCIAL BUILDING
CE COMMERCIAL ENTRANCE
CONC CONCRETE
CONST CONSTRUCT
CONTD CONTINUED
CONT CONTINUOUS
COR CORNER
CORR CORRUGATED
CMP CORRUGATED METAL PIPE
CNTY COUNTY
CH COUNTY HIGHWAY
CSE COURSE
XSECT CROSS SECTION
HH HANDHOLE
mm³ CUBIC MILLIMETER

CU YD CUBIC YARD
CULV CULVERT
C&G CURB & GUTTER
D DEGREE OF CURVE
DC DEPRESSED CURVE
DET DETECTOR
DIA DIAMETER
DST DISTRICT
DOM DOMESTIC
DBL DOUBLE
DSEL DOWNSTREAM ELEVATION
DR DOWNSTREAM FLOWLINE
DRAINAGE OR DRIVE
DRI DRAINAGE INLET OR DROP INLET
DVT DRIVEWAY
DCT DUCT
EACH EACH
EB EASTBOUND
EOP EDGE OF PAVEMENT
E-CL EDGE TO CENTERLINE
E-E EDGE TO EDGE
EL ELEVATION
ENTR ENTRANCE
EXC EXCAVATION
EX EXISTING
EXPWAY EXPRESSWAY
E EXTERNAL DISTANCE OF HORIZONTAL CURVE
E OFFSET DISTANCE TO VERTICAL CURVE
F-F FACE TO FACE
FA FEDERAL AID
FAL FEDERAL AID INTERSTATE
FAP FEDERAL AID PRIMARY
FAS FEDERAL AID SECONDARY
FAUS FEDERAL AID URBAN SECONDARY
FENCE FENCE POST
FE FIELD ENTRANCE
FH FIRE HYDRANT
FL FLOW LINE
FB FOOT BRIDGE
FDN FOUNDATION
FR FRAME
F&G FRAME & GRATE
FRWAY FREEWAY
GAL GALLON
GALV GALVANIZED
G GARAGE
GM GAS METER
GV GAS VALVE
GRANULAR GRANULAR
GR GRATE
GRVL GRAVEL
GND GROUND
GUT GUTTER
GUY GUY POLE
GW GUY WIRE
HH HANDHOLE
HATCH HATCHING

HD HEAD
HDW HEADWALL
HDUTY HEAVY DUTY
ha HECTARE
HMA HOT MIX ASPHALT
HWY HIGHWAY
HORIZ HORIZONTAL
HSE HOUSE
ILLINOIS ILLINOIS
IN DIA INCH DIAMETER
INLET INLET
INST INTERSECTION
IDS INTERSECTION DESIGN STUDY
INVT INVERT
IR IRON PIPE
IRON IRON ROD
JOINT JOINT
K KILOGRAM
KM KILOMETER
KS LANDSCAPING
LN LANE
L LEFT
LP LIGHT POLE
LOT LIGHTING
LF LITER OR CURVE LENGTH
L LINEAR FEET OR LINEAR FEET
LC LONG CHORD
LNG LONGITUDINAL
L LUMP SUM
MACH MACHINE
MB MAIL BOX
MH MANHOLE
MATL MATERIAL
MED MEDIAN
M METER
METH METHOD
MID-ORDINATE MID-ORDINATE
M MILLIMETER
mm DIA MILLIMETER DIAMETER
MMB MIXTURE
MOD MODIFIED
MOD MOTOR FUEL TAX
N & BC NAIL & BOTTLE CAP
N & C NAIL & CAP
N & W NAIL & WASHER
NOAA NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION
NC NORMAL CROWN
NB NORTHBOUND
NE NORTHEAST
NW NORTHWEST
CLID OPEN LID
PAT PATTERN
PVD PAVED
PYMT PAVEMENT MARKING
PM PAVEMENT MARKING

HEAD HEADWALL
HECTARE HECTARE
HOT MIX ASPHALT HOT MIX ASPHALT
HORIZONTAL HORIZONTAL
HOUSE HOUSE
ILLINOIS ILLINOIS
INCH DIAMETER INCH DIAMETER
INLET INLET
INTERSECTION INTERSECTION
INTERSECTION DESIGN STUDY INTERSECTION DESIGN STUDY
INVERT INVERT
IRON PIPE IRON PIPE
IRON ROD IRON ROD
JOINT JOINT
KILOGRAM KILOGRAM
KILOMETER KILOMETER
LANDSCAPING LANDSCAPING
LANE LANE
LEFT LEFT
LIGHT POLE LIGHT POLE
LIGHTING LIGHTING
LITER OR CURVE LENGTH LITER OR CURVE LENGTH
LINEAR FEET OR LINEAR FEET LINEAR FEET OR LINEAR FEET
LONG CHORD LONG CHORD
LONGITUDINAL LONGITUDINAL
LUMP SUM LUMP SUM
MACHINE MACHINE
MAIL BOX MAIL BOX
MANHOLE MANHOLE
MATERIAL MATERIAL
METER METER
METHOD METHOD
MID-ORDINATE MID-ORDINATE
MILLIMETER MILLIMETER
MILLIMETER DIAMETER MILLIMETER DIAMETER
MIXTURE MIXTURE
MODIFIED MODIFIED
MOD MOTOR FUEL TAX MOD MOTOR FUEL TAX
NAIL & BOTTLE CAP NAIL & BOTTLE CAP
NAIL & CAP NAIL & CAP
NAIL & WASHER NAIL & WASHER
NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION
NORMAL CROWN NORMAL CROWN
NORTHBOUND NORTHBOUND
NORTHEAST NORTHEAST
NORTHWEST NORTHWEST
OPEN LID OPEN LID
PATTERN PATTERN
PAVED PAVED
PAVEMENT MARKING PAVEMENT MARKING

ABOVE ABOVE
ACCESS CONTROL ACCESS CONTROL
ACRE ACRE
ADJUST ADJUST
AERIAL SURVEYS AERIAL SURVEYS
AGGREGATE AGGREGATE
AHEAD AHEAD
APARTMENT APARTMENT
ASPHALT ASPHALT
ADJUTARY ADJUTARY
AUXILIARY GAS VALVE (SERVICE) AUXILIARY GAS VALVE (SERVICE)
AVENUE AVENUE
AXIS OF ROTATION AXIS OF ROTATION
BACK BACK
BACK-TO-BACK BACK-TO-BACK
BARRICADE BARRICADE
BEGIN BEGIN
BENCHMARK BENCHMARK
BINDER BINDER
BITUMINOUS BITUMINOUS
BOTTOM BOTTOM
BOULEVARD BOULEVARD
BRICK BRICK
BRUFFALO BOX BRUFFALO BOX
BUILDING BUILDING
CAST IRON PIPE CAST IRON PIPE
CATCH BASIN CATCH BASIN
C-C CENTER TO CENTER
CL CENTERLINE OR CLEARANCE
CL-E CENTERLINE TO EDGE
CL-F CENTERLINE TO FACE
CENTERS CENTERS
CERTIFIED CERTIFIED
CHISELED CHISELED
CITY STREET CITY STREET
CLAY PIPE CLAY PIPE
CLOSED CLOSED
CLOSED LID CLOSED LID
COAT OR COURT COAT OR COURT
COMBINATION COMBINATION
COMMERCIAL BUILDING COMMERCIAL BUILDING
COMMERCIAL ENTRANCE COMMERCIAL ENTRANCE
CONCRETE CONCRETE
CONSTRUCT CONSTRUCT
CONTINUED CONTINUED
CONTINUOUS CONTINUOUS
CORNER CORNER
CORRUGATED CORRUGATED
CORRUGATED METAL PIPE CORRUGATED METAL PIPE
COUNTY COUNTY
COUNTY HIGHWAY COUNTY HIGHWAY
COURSE COURSE
CROSS SECTION CROSS SECTION
CUBIC METER CUBIC METER
CUBIC MILLIMETER CUBIC MILLIMETER

CUBIC YARD CUBIC YARD
CULVERT CULVERT
CURB & GUTTER CURB & GUTTER
DEGREE OF CURVE DEGREE OF CURVE
DEPRESSED CURVE DEPRESSED CURVE
DETECTOR DETECTOR
DIAMETER DIAMETER
DISTRICT DISTRICT
DOMESTIC DOMESTIC
DOUBLE DOUBLE
DOWNSTREAM ELEVATION DOWNSTREAM ELEVATION
DOWNSTREAM FLOWLINE DOWNSTREAM FLOWLINE
DRAINAGE OR DRIVE DRAINAGE OR DRIVE
DRAINAGE INLET OR DROP INLET DRAINAGE INLET OR DROP INLET
DRIVEWAY DRIVEWAY
DUCT DUCT
EACH EACH
EASTBOUND EASTBOUND
EDGE OF PAVEMENT EDGE OF PAVEMENT
EDGE TO CENTERLINE EDGE TO CENTERLINE
EDGE TO EDGE EDGE TO EDGE
ELEVATION ELEVATION
ENTRANCE ENTRANCE
EXCAVATION EXCAVATION
EXISTING EXISTING
EXPRESSWAY EXPRESSWAY
EXTERNAL DISTANCE OF HORIZONTAL CURVE EXTERNAL DISTANCE OF HORIZONTAL CURVE
OFFSET DISTANCE TO VERTICAL CURVE OFFSET DISTANCE TO VERTICAL CURVE
FACE TO FACE FACE TO FACE
FEDERAL AID FEDERAL AID
FEDERAL AID INTERSTATE FEDERAL AID INTERSTATE
FEDERAL AID PRIMARY FEDERAL AID PRIMARY
FEDERAL AID SECONDARY FEDERAL AID SECONDARY
FEDERAL AID URBAN SECONDARY FEDERAL AID URBAN SECONDARY
FENCE POST FENCE POST
FIELD ENTRANCE FIELD ENTRANCE
FIRE HYDRANT FIRE HYDRANT
FLOW LINE FLOW LINE
FOOT BRIDGE FOOT BRIDGE
FOUNDATION FOUNDATION
FRAME FRAME
FRAME & GRATE FRAME & GRATE
FREEWAY FREEWAY
GALLON GALLON
GALVANIZED GALVANIZED
GARAGE GARAGE
GAS METER GAS METER
GAS VALVE GAS VALVE
GRANULAR GRANULAR
GRATE GRATE
GRAVEL GRAVEL
GROUND GROUND
GUTTER GUTTER
GUY POLE GUY POLE
GUY WIRE GUY WIRE
HANDHOLE HANDHOLE
HATCHING HATCHING

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS		STANDARD 000001-06	
DATE	REVISIONS		
1-1-11	Updated abbreviations and symbols.		
1-1-08	Updated abbreviations and symbols.		

Illinois Department of Transportation
 PASSED January 11, 2011
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 11, 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

ADJUSTMENT ITEMS

EX

PR

Structure To Be Adjusted

Structure To Be Cleaned

Main Structure To Be Filled

Structure To Be Filled

Structure To Be Filled Special

Structure To Be Removed

Structure To Be Reconstructed

Structure To Be Reconstructed Special

Frame and Grate To Be Adjusted

Frame and Lid To Be Adjusted

Domestic Service Box To Be Adjusted

Valve Vault To Be Adjusted

Special Adjustment

Item To Be Abandoned

Item To Be Moved

Item To Be Relocated

Pavement Removal and Replacement



































ALIGNMENT ITEMS

EX

PR

Baseline

Centerline

Centerline Break Circle

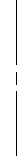
Baseline Symbol

Centerline Symbol

PI Indicator

Point Indicator

Horizontal Curve Data (Half Size)



CURVE
P.I. STA=
A.
D.
R.
L.
E.
T.
S.E. RUN
S.E. STA=
P.C. STA=
P.T. STA=
P.T.

BOUNDARIES ITEMS

EX

PR

Dashed Property Line

Solid Property/Lot Line

Section/Grant Line

Quarter Section Line

Quarter/Quarter Section Line

County/Township Line

State Line

Iron Pipe Found

Iron Pipe Set

Survey Marker

Property Line Symbol

Same Ownership Symbol (Half Size)

Northwest Quarter Corner (Half Size)

Section Corner (Half Size)

Southeast Quarter Corner (Half Size)



CONTOUR ITEMS

EX

PR

Approx. Index Line

Approx. Intermediate Line

Index Contour

Intermediate Contour

DRAINAGE ITEMS

Channel or Stream Line

Culvert Line

Grading & Shaping Ditches

Drainage Boundary Line

Paved Ditch

Aggregate Ditch

Pipe Underdrain

Storm Sewer

Flowline

Ditch Check

Headwall

Inlet

Manhole

Summit

Roadway Ditch Flow

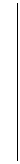
Swale

Catch Basin

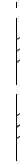
Culvert End Section

Water Surface Indicator

Ribrap



EX



STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS

(Sheet 2 of 8)

STANDARD 000001-06

Illinois Department of Transportation
 PASSED January 1, 2011
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

EROSION & SEDIMENT CONTROL ITEMS

EX

PR

Cleaning & Grading Limits	
Dike	
Erosion Control Fence	
Perimeter Erosion Barrier	
Temporary Fence	
Ditch Check Temporary	
Ditch Check Permanent	
Inlet & Pipe Protection	
Sediment Basin	
Erosion Control Blanket	
Fabric Formed Concrete Revetment Mat	
Turf Reinforcement Mat	
Mulch Temporary	
Mulch Method 1	
Mulch Method 2 Stabilized	
Mulch Method 3 Hydraulic	

NON-HIGHWAY IMPROVEMENT ITEMS

EX

PR

Noise Attn./Levee	
Field Line	
Fence	
Base of Levee	
Mailbox	
Multiple Mailboxes	
Pay Telephone	
Advertising Sign	
LANDSCAPING ITEMS	EX
Contour Mounding Line	
Fence	
Fence Post	
Shrubs	
Mowline	
Perennial Plants	
Seeding Class 2	
Seeding Class 2A	
Seeding Class 4	
Seeding Class 4 & 5 Combined	

EXISTING LANDSCAPING ITEMS (contd.)

EX

PR

Seeding Class 5	
Seeding Class 7	
Seedlings Type 1	
Seedlings Type 2	
Sodding	
Mowstake w/Sign	
Tree Trunk Protection	
Evergreen Tree	
Shade Tree	
LIGHTING	EX
Duct	
Conduit	
Electrical Aerial Cable	
Electrical Buried Cable	
Controller	
Underpass Luminaire	
Power Pole	

Illinois Department of Transportation
 PASSED January 1, 2011
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
 (Sheet 3 of 8)
 STANDARD 000001-06

LIGHTING
(contd.)

EX

PR

Pull Point



Handhole



Heavy Duty Handhole



Junction Box



Light Unit Comb.



Electrical Ground



Traffic Flow Arrow



High Mast Pole
(trail Size)



Light Unit-1



PAVEMENT (MISC.)

EX

PR

Keyed Long Joint



Keyed Long Joint w/Tie Bars



Sawed Long Joint w/Tie Bars



Bituminous Shoulder



Bituminous Taper



Stabilized Driveway



Widening



PAVEMENT MARKINGS

EX

PR

Bike Lane Symbol



Bike Lane Text



Handicap Symbol



RR Crossing



Raised Marker Amber 1 Way



Raised Marker Amber 2 Way



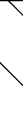
Raised Marker Crystal 1 Way



Two Way Turn Left



Shoulder Diag. Pattern



Skip-Dash White



Skip-Dash Yellow



Stop Line



Solid Line



Double Centerline



Dotted Lines



CL 2Ln 2Way
RRPM 12.2 m (40') o.c.



CL 2Ln 2Way
RRPM 80' (24.4 m) o.c.



CL Multilane Div.
RRPM 40' (12.2 m) o.c.



CL Multilane Div.
RRPM 80' (24.4 m) o.c.



CL Multilane Div. Dbl.
RRPM 80' (24.4 m) o.c.



CL Multilane Undiv.



Two Way Turn Left Line



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 4 of 8)

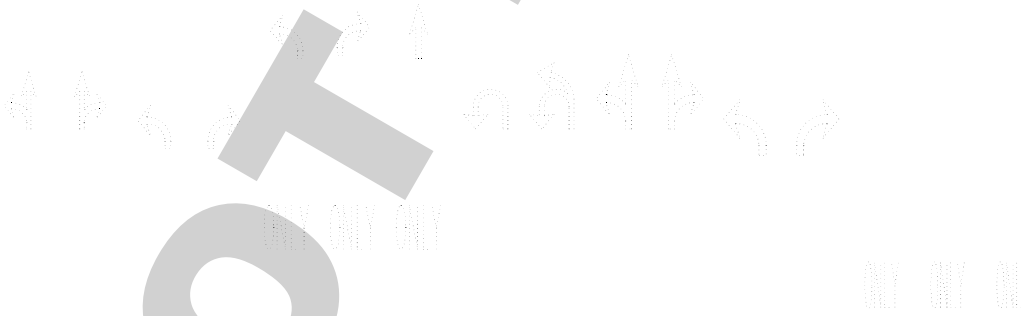
STANDARD 000001-06

Illinois Department of Transportation PASSED January 1, 2011 Michael Beard ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2011 [Signature] ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97

PAVEMENT MARKINGS
(contd.)

- Urban Combination Left
- Urban Combination Right
- Urban Left Turn Arrow
- Urban Right Turn Arrow
- Urban Left Turn Only
- Urban Right Turn Only
- Urban Thru Only
- Urban U-Turn
- Urban Combined U-Turn
- Rural Combination Left
- Rural Combination Right
- Rural Left Turn Arrow
- Rural Right Turn Arrow
- Rural Left Turn Only
- Rural Right Turn Only
- Rural Thru Only

EX

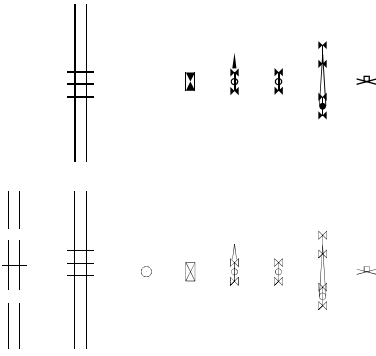


PR



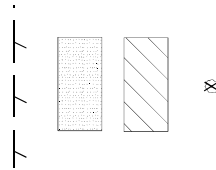
RAILROAD ITEMS

- Abandoned Railroad
- Railroad
- Railroad Point
- Control Box
- Crossing Gate
- Flashing Signal
- Railroad Cant., Mast Arm
- Crossbuck



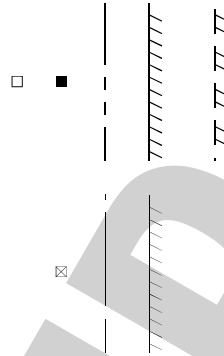
REMOVAL ITEMS

- Removal Tic
- Bituminous Removal
- Hatch Pattern
- Tree Removal Single



RIGHT OF WAY ITEMS

- Future ROW Corner Monument
- ROW Marker
- ROW Line
- Easement
- Temporary Easement



**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 5 of 8)

STANDARD 000001-06

Illinois Department of Transportation PASSED January 1, 2011 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2011 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
	Michael Beard Scott Bess 1-1-97

SIGNING ITEMS
(cont'd.)

EX	PR
One Way Arrow Lrg. W1-6-(0) (Half Size)	
Two Way Arrow Large W1-7-(0) (Half Size)	
Detour M4-10L-(0) (Half Size)	
Detour M4-10R-(0) (Half Size)	
One Way Left R6-1L (Half Size)	
One Way Right R6-1R (Half Size)	
Left Turn Lane R3-1100L (Half Size)	
Keep Left R4-TAL (Half Size)	
Keep Left R4-TBL (Half Size)	
Keep Right R4-TAR (Half Size)	
Keep Right R4-TBR (Half Size)	
Stop Here On Red R10-6-AL (Half Size)	
Stop Here On Red R10-6-AR (Half Size)	
No Left Turn R3-2 (Half Size)	
No Right Turn R3-1 (Half Size)	
Road Closed R11-2 (Half Size)	
Road Closed Thru Traffic R11-2 (Half Size)	

STRUCTURES ITEMS

EX	PR
Box Culvert Barrel	
Box Culvert Headwall	
Bridge Pier	
Bridge	
Retaining Wall	
Temporary Sheet Piling	

TRAFFIC SHEET ITEMS

EX	PR
Cable Number	
Left Turn Green	
Left Turn Yellow	
Signal Backplate	
Signal Section 8' (200 mm)	
Signal Section 12' (300 mm)	
Walk/Don't Walk Letters	
Walk/Don't Walk Symbols	

TRAFFIC SIGNAL ITEMS

EX	PR
Galv. Steel Conduit	
Underground Cable	
Detector Loop Line	
Detector Loop Large	
Detector Loop Small	
Detector Loop Quadrupole	

**STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS**
(Sheet 7 of 8)

STANDARD 000001-06

Illinois Department of Transportation PASSED January 1, 2011 ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2011 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
	Michael Bond Scott Spivey

TRAFFIC SIGNAL ITEMS (contd.)

Detector Raceway		
Aluminum Mast Arm		
Steel Mast Arm		
Veh. Detector Magnetic		
Conduit Splice		
Controller		
Curbbox Junction		
Wood Pole		
Temp. Signal Head		
Handhole		
Double Handhole		
Heavy Duty Handhole		
Junction Box		
Ped. Pushbutton Detector		
Ped. Signal Head		
Power Pole Service		
Priority Veh. Detector		
Signal Head		
Signal Head w/Backplate		
Signal Post		
Closed Circuit TV		
Video Detector System		

UNDERGROUND UTILITY ITEMS

Cable TV			
Electric Cable			
Fiber Optic			
Gas Pipe			
Oil Pipe			
Sanitary Sewer			
Telephone Cable			
Water Pipe			

UTILITIES ITEMS

Controller			
Double Handhole			
Fire Hydrant			
GuyWire or Deadman Anchor			
Handhole			
Heavy Duty Handhole			
Junction Box			
Light Pole			
Manhole			
Pipeline Warning Sign			
Power Pole			
Power Pole with Light			
Sanitary Sewer Cleanout			
Splice Box Above Ground			
Telephone Splice Box Above Ground			
Telephone Pole			

UTILITY ITEMS (contd.)

Traffic Signal		
Traffic Signal Control Box		
Water Meter		
Water Meter Valve Box		
Profile Line		
Aerial Power Line		

VEGETATION ITEMS

Deciduous Tree		
Bush or Shrub		
Evergreen Tree		
Stump		
Orchard/Nursery Line		
Vegetation Line		
Woods & Bush Line		

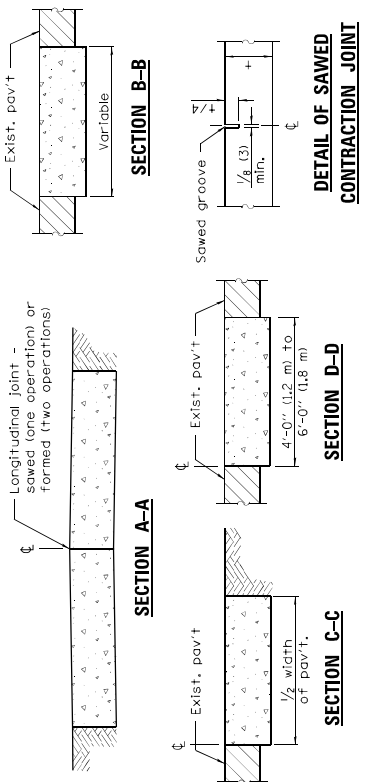
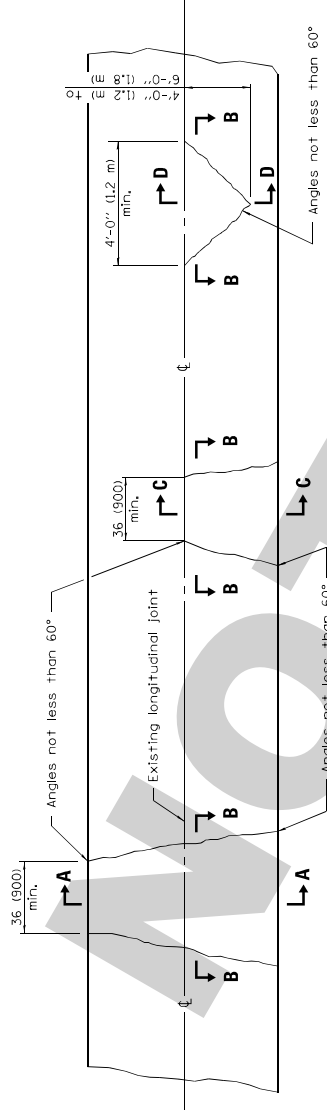
WATER FEATURE ITEMS

Stream or Drainage Ditch		
Waters Edge		
Water Surface Indicator		
Water Point		
Disappearing Ditch		
Marsh		
Marsh/Swamp Boundary		

Illinois Department of Transportation
 PASSED January 1, 2011
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

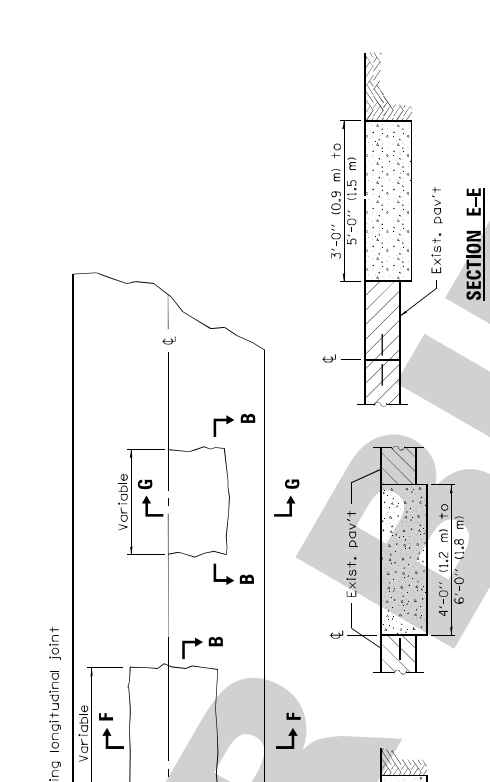
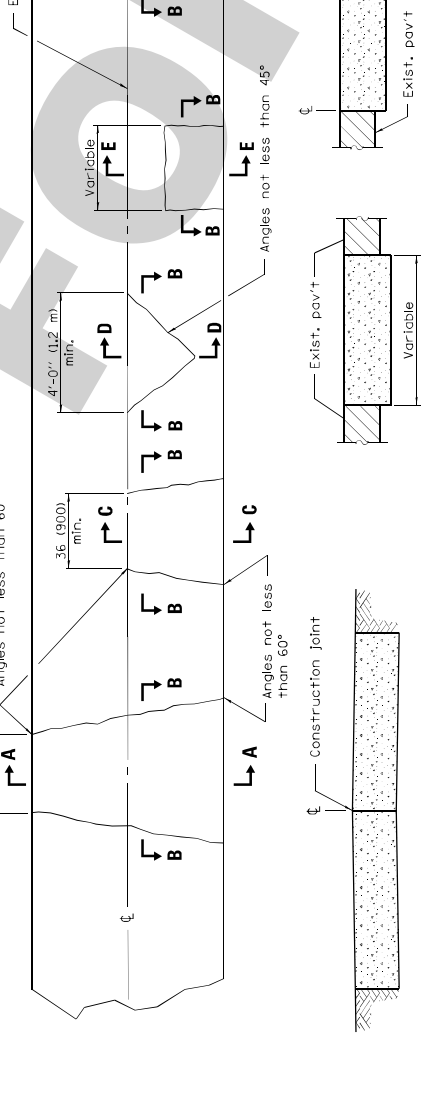
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
 (Sheet 8 of 8)
 STANDARD 000001-06

CLASS C



Note:
Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.

CLASS D



SECTION A-A
(Built in two operations)

SECTION B-B

SECTION C-C

SECTION D-D

SECTION E-E

GENERAL NOTES
Existing tie bars shall be either cut or removed.
Marginal bars shall be cut.
All dimensions are in inches (millimeters) unless otherwise shown.

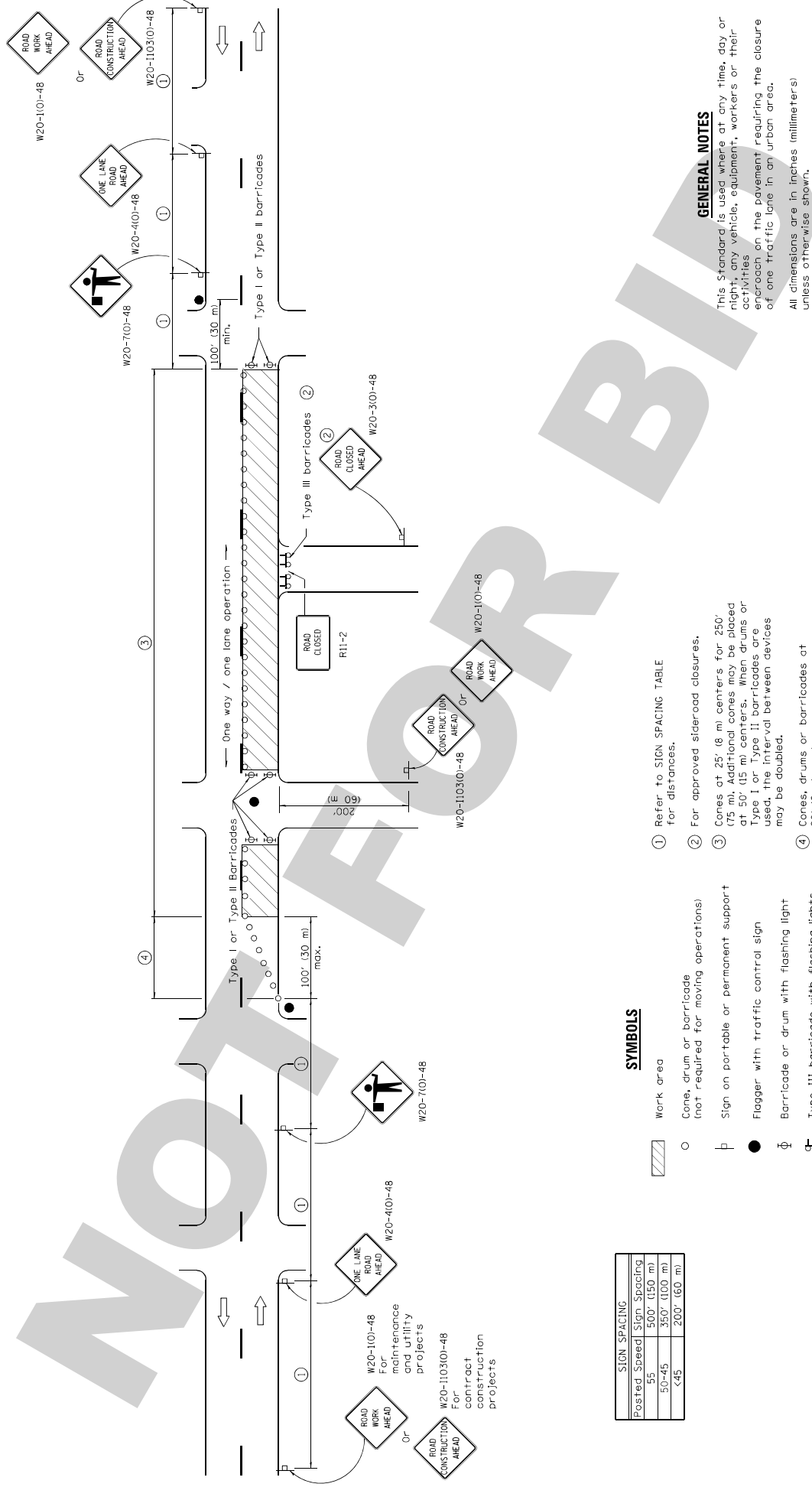
Illinois Department of Transportation PASSED APPROVED BY: [Signature] ENGINEER OF POLICY AND PROCEDURES APPROVED BY: [Signature] ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED	1-1-97
	DATE	1-1-08
	REVISIONS	Switched units to English (metric).
		Revised Note for Class C patches.

SECTION F-F
(Built in two operations)

SECTION G-G

CLASS C and D PATCHES

STANDARD 442201-03



SIGN SPACING	
Posted Speed Sign Spacing	55
500' (150 m)	50-45
350' (100 m)	<45
200' (60 m)	

SYMBOLS

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

① Refer to SIGN SPACING TABLE for distances.

② For approved side-road closures.

③ Cones at 25' (8 m) centers for 250' (75 m) additional cones may be placed @ 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

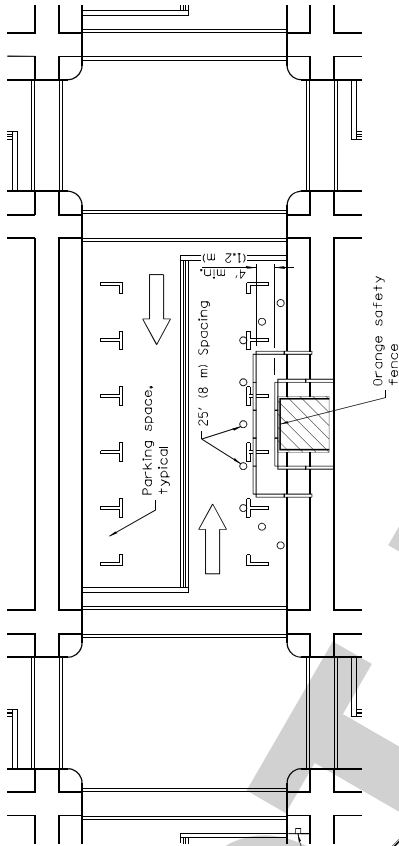
This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area. All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised Flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

Illinois Department of Transportation	
APPROVED	JANUARY 1, 2011
ENGINEER OF SAFETY ENGINEERING	<i>[Signature]</i>
APPROVED	JANUARY 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT	<i>[Signature]</i>
ISSUED 1-1-97	

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

STANDARD 701501-06

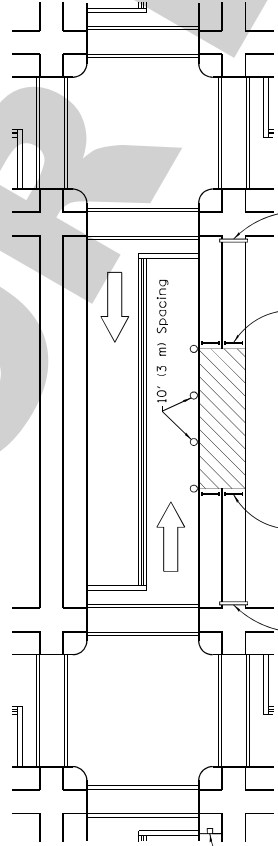


① W20-1103101-48 for contract construction projects

or

① W20-1101-48 for maintenance and utility projects

SIDEWALK DIVERSION



① W20-1103101-48 for contract construction projects

or

① W20-1101-48 for maintenance and utility projects

SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The Temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corner across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be placed as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

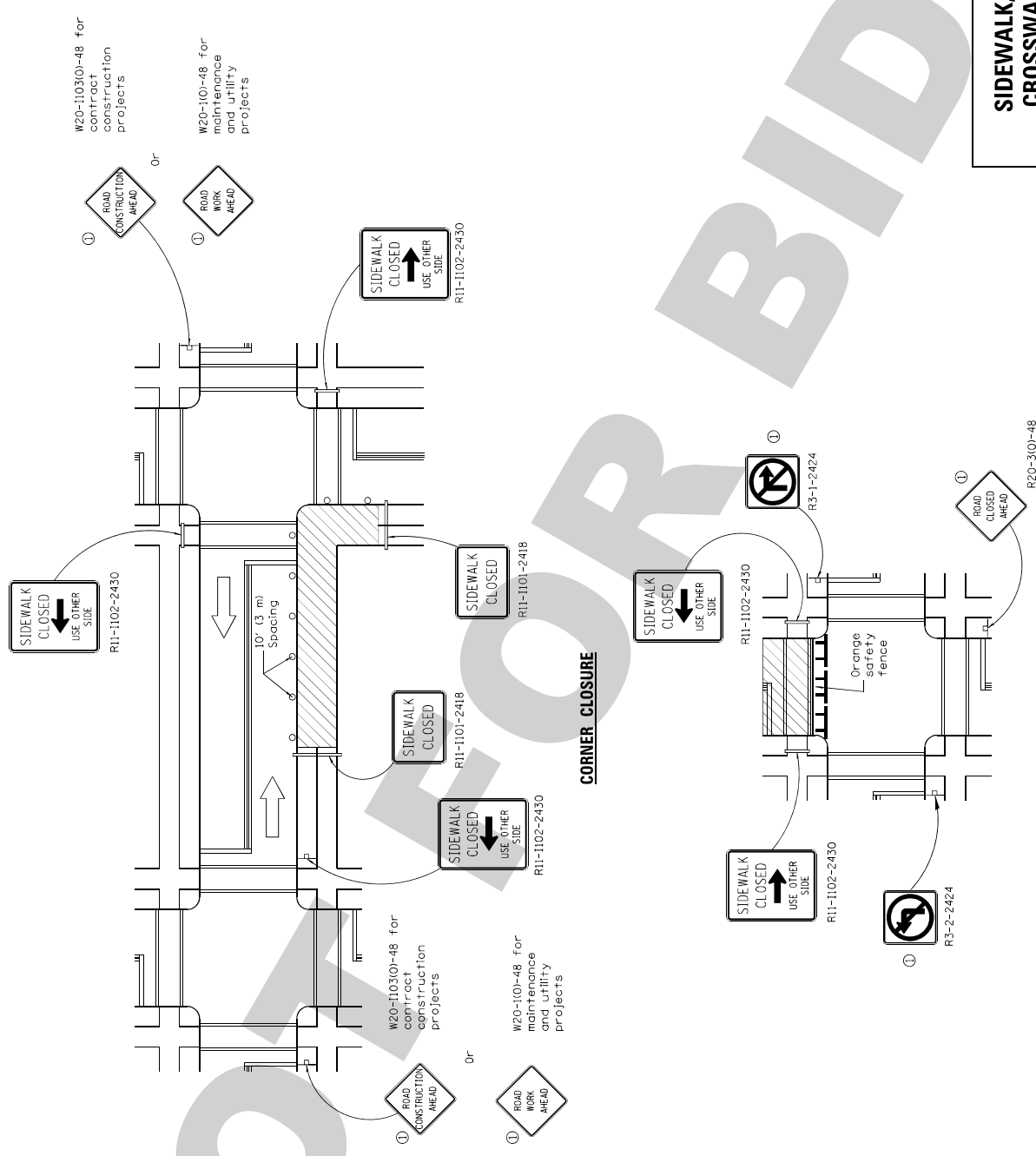
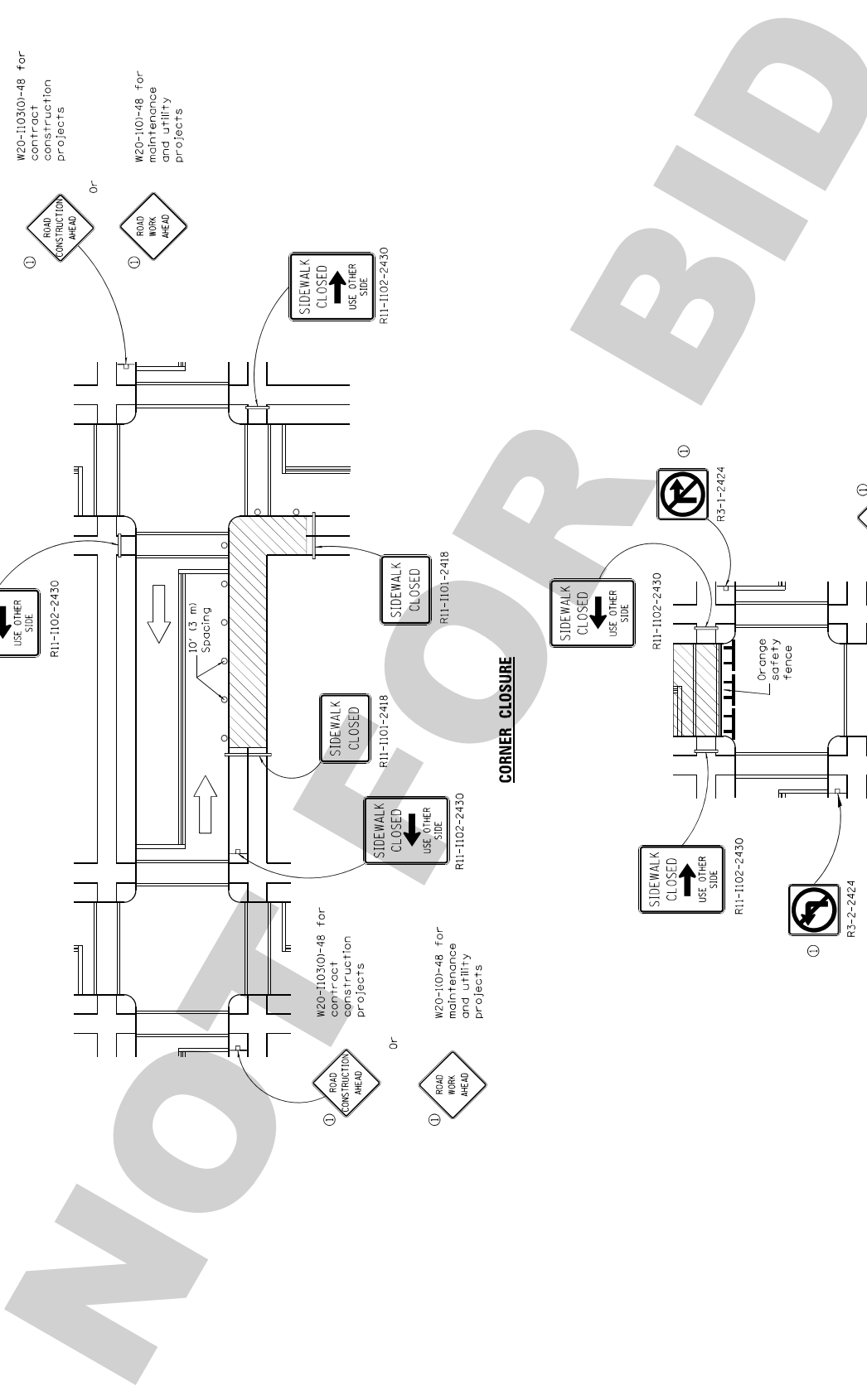
DATE	REVISIONS
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views. Renamed Std.
1-1-09	Switched units to English (metric).
	702001 to 701901.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-05

APPROVED	ILLINOIS Department of Transportation	ISSUED	1-1-97
APPROVED	2012		
APPROVED	2012		
APPROVED	2012		



W20-1103(O)-48 for contract construction projects

W20-110-48 for maintenance and utility projects

W20-1103(O)-48 for contract construction projects

W20-110-48 for maintenance and utility projects

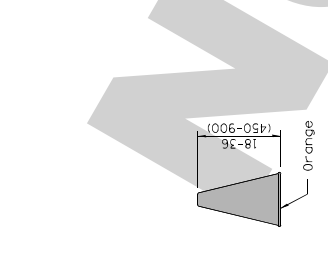
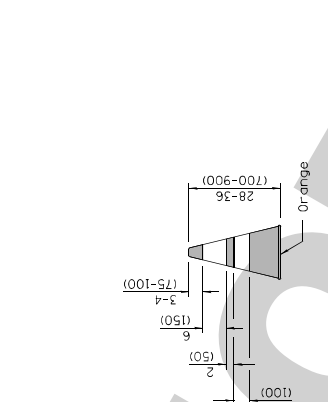
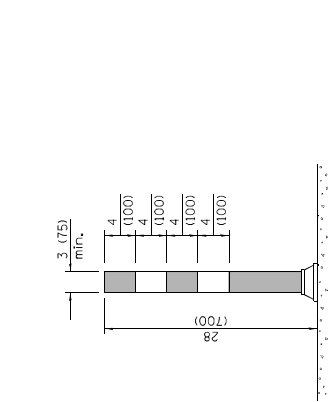
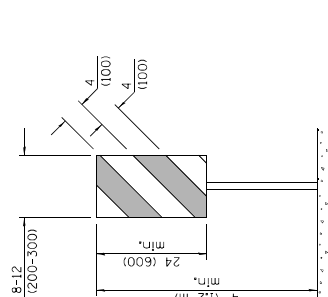
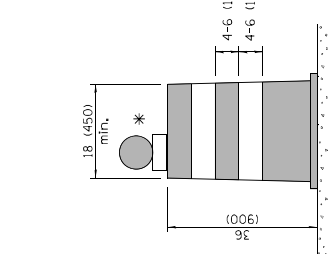
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-05

Illinois Department of Transportation	
APPROVED	2012
ENGINEER OF SAFETY ENGINEERING	2012
APPROVED	2012
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97



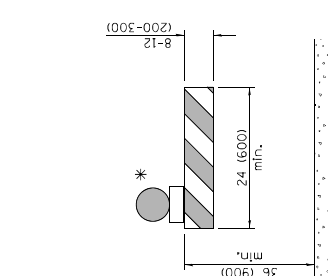
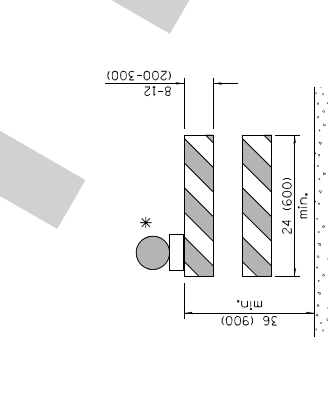
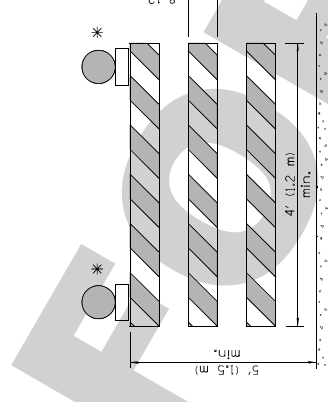
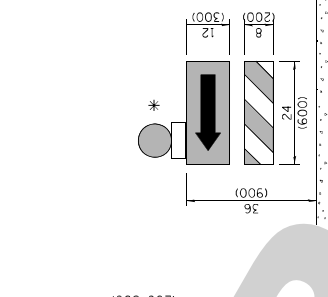
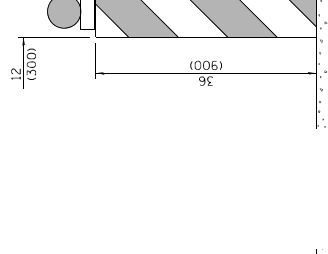
REFLECTORIZED CONE

CONE

FLEXIBLE DELINEATOR

VERTICAL PANEL POST MOUNTED

DRUM



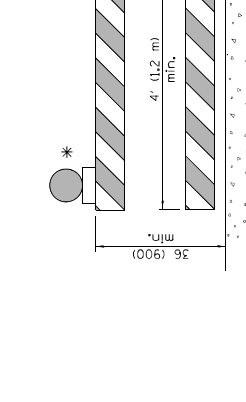
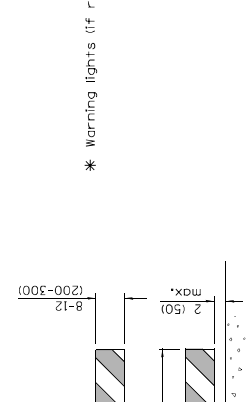
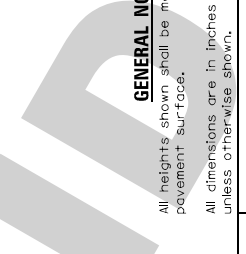
VERTICAL BARRICADE

DIRECTION INDICATOR BARRICADE

TYPE III BARRICADE

TYPE II BARRICADE

TYPE I BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

VERTICAL BARRICADE

VERTICAL BARRICADE

VERTICAL BARRICADE

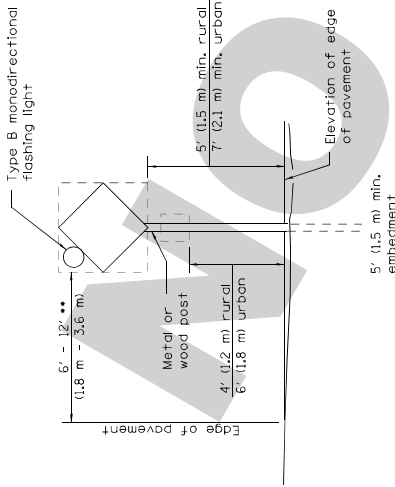
VERTICAL BARRICADE

* Warning lights (if required)

GENERAL NOTES
 All heights shown shall be measured above the pavement surface.
 All dimensions are in inches (millimeters) unless otherwise shown.

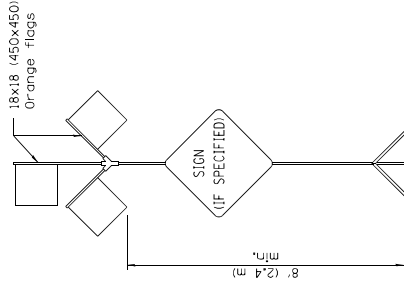
DATE	REVISIONS
1-1-15	Revised two sign numbers on sheet 2. Added note req. PHOTO ENFORCED plaque.
1-1-14	Modified flagger sign height. Added highway construction speed zone signs.

Illinois Department of Transportation APPROVED: [Signature] 2015 ENGINEER OF OPERATIONS APPROVED: [Signature] 2015 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
TRAFFIC CONTROL DEVICES	
STANDARD 701901-04	



POST MOUNTED SIGNS

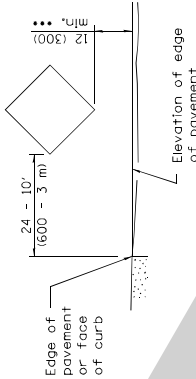
.. When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



HIGH LEVEL WARNING DEVICE

... When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

SIGNS ON TEMPORARY SUPPORTS



ROAD CONSTRUCTION NEXT X MILES
G20-1104(O)-6036

END CONSTRUCTION
G20-1105(O)-6024

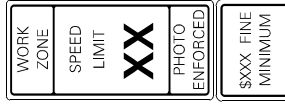
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



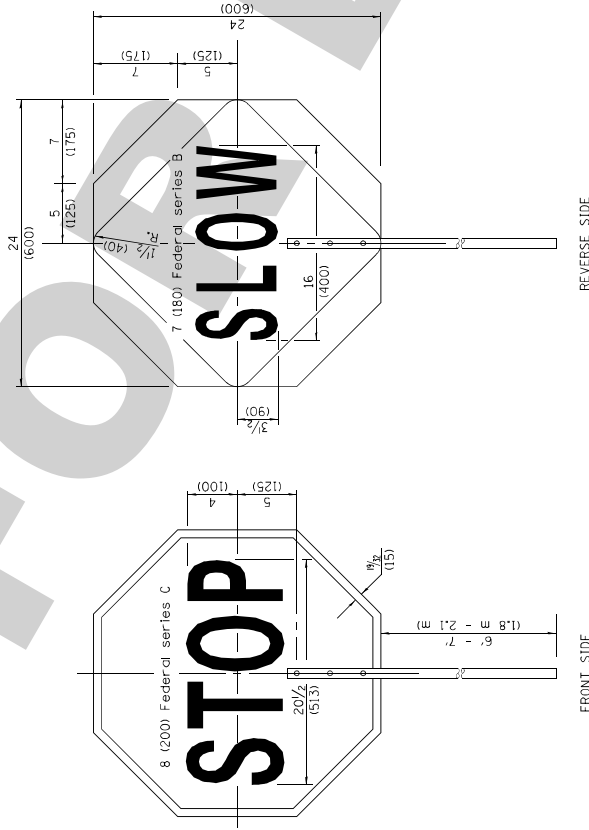
Sign assembly as shown on Standards or as allowed by District Operations.



This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

... R10-1108p shall only be used along roadways under the Jurisdiction of the State.



FRONT SIDE

REVERSE SIDE

TRAFFIC CONTROL DEVICES

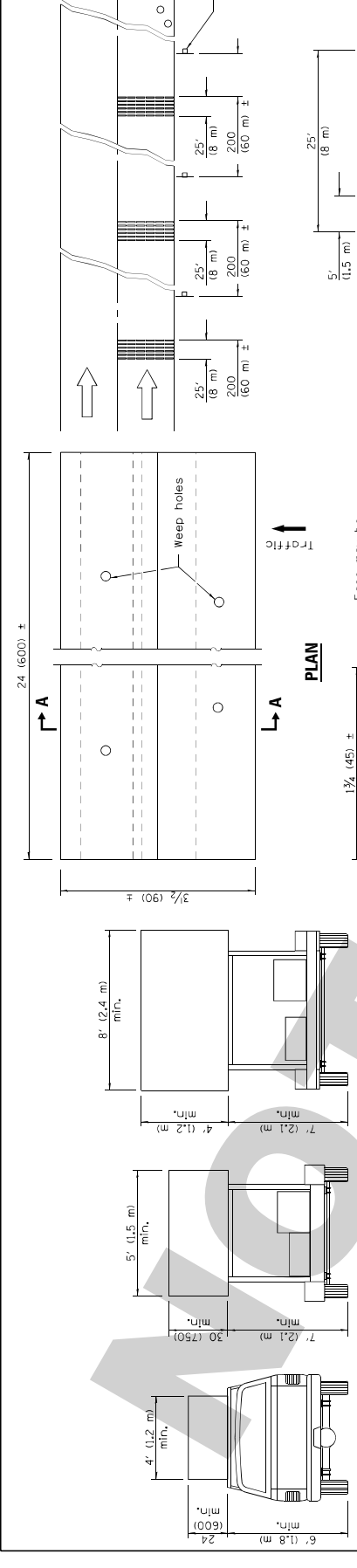
(Sheet 2 of 3)

STANDARD 701901-04

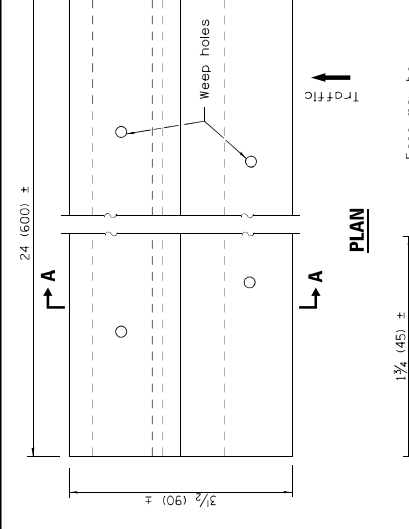
FLAGGER TRAFFIC CONTROL SIGN

	APPROVED	2015	ISSUED	1-1-97
	APPROVED			
	APPROVED			
	APPROVED			

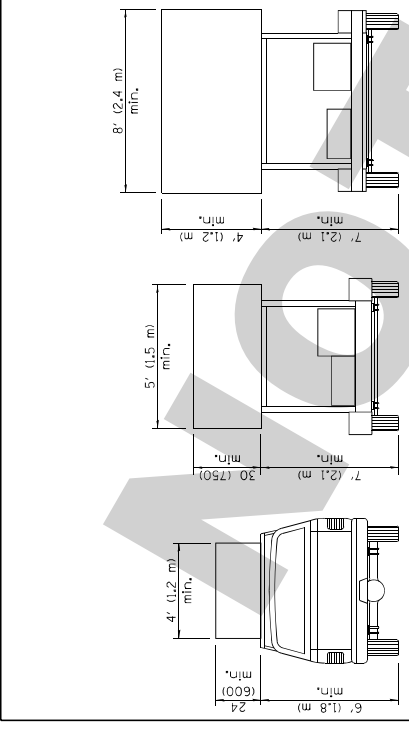
ENGINEER OF DESIGN AND ENVIRONMENT



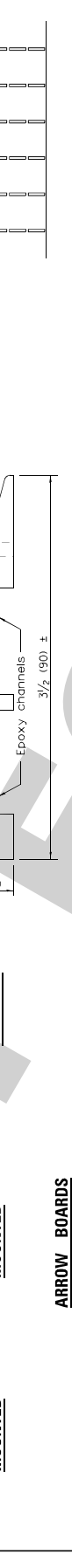
**TYPE A
ROOF
MOUNTED**



**TYPE B
ROOF OR TRAILER
MOUNTED**

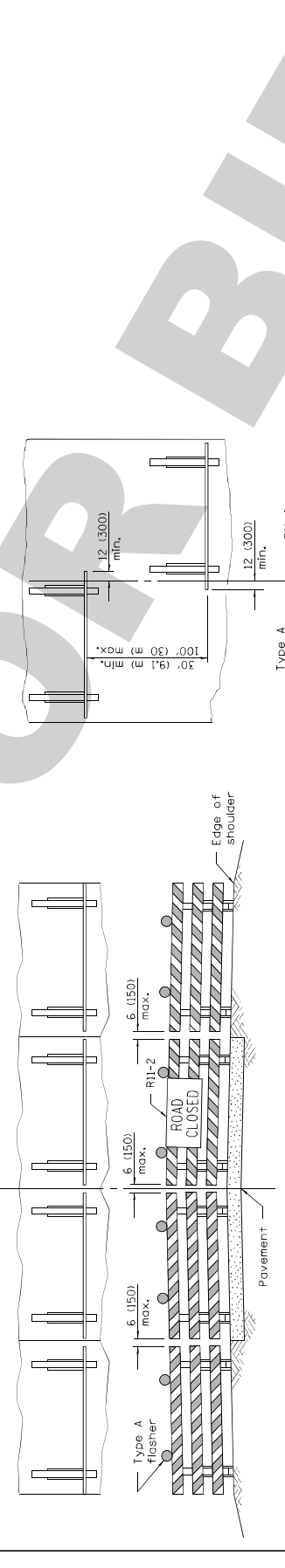


**TYPE C
TRAILER
MOUNTED**

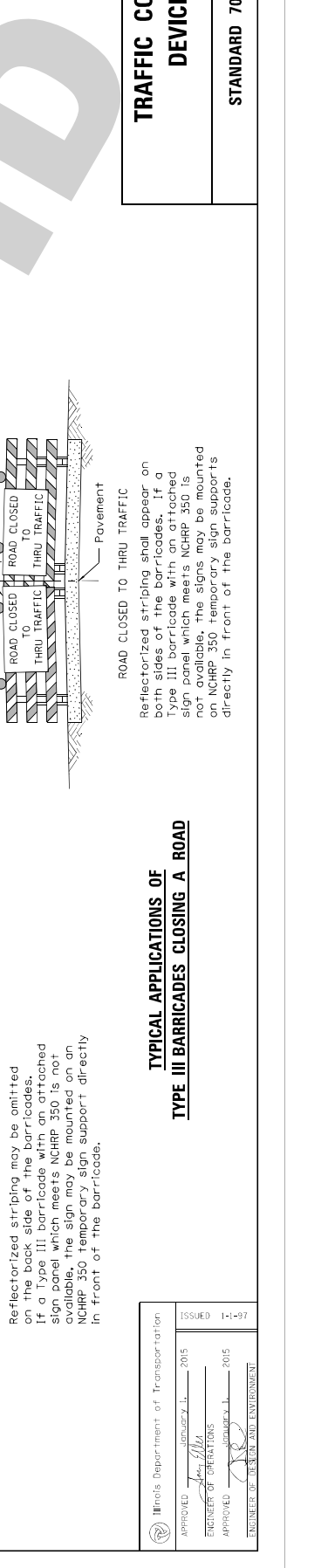


SECTION A-A

ARROW BOARDS



TYPICAL INSTALLATION



**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted directly in front of the barricade.

Illinois Department of Transportation APPROVED: [Signature] 2015 ENGINEER OF OPERATIONS APPROVED: [Signature] 2015 ENGINEER OF DESIGN AND ENVIRONMENT		ISSUED 1-1-97
TRAFFIC CONTROL DEVICES STANDARD 701901-04		

FEDERAL REQUIREMENTS



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

THIS BOOKLET CONTAINS:

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

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

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

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

NOT FOR BID

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

TABLE OF CONTENTS

I. Application..... 2

II. Equal Opportunity Provisions..... 2

III. Executive Order 11246 (Executive Order 11246 [Applicable to contractors/subcontractors exceeding \$10,000]) 3

IV. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246 – Applicable to contractor/subcontracts exceeding \$10,000) 4

V. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 1246) 5

 A. As Used in these specifications 5

 B. “Minority” Includes 5

 C. Subcontracts..... 5

 D. Equal Employment Opportunity Documentation 6

 E. Voluntary Associations 8

 F. Civil Rights Act of 1964..... 9

 G. Section 109 of the Housing and Community Development Act of 1974 9

 H. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities..... 9

VI. Contract Work Hours and Safety Standards 10

 A. Overtime Requirements..... 11

 B. Violation and Liability for Unpaid Wages and Liquidated Damages..... 11

 C. Withholding for Unpaid Wages and Liquidated Damages 11

 D. Subcontract 11

 E. Contractor’s Responsibility 11

VII. Safety 11

VIII. False Statements Concerning Projects 11

IX. Implementation of Clean Air Act..... 12

X. Labor Standards 12

I. APPLICATION

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

II. EQUAL OPPORTUNITY PROVISIONS

A. *Equal Opportunity Clause*

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

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

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

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

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

Contractors shall incorporate foregoing requirements in all subcontracts.

III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. As Used In These Specifications:

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

B. “Minority” Includes:

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

C. Subcontracts

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

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

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

D. *Equal Employment Opportunity Documentation*

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

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

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

E. Voluntary Associations

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

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

F. ***Civil Rights Act of 1964***

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

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

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

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

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

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

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

A. Overtime Requirements

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

B. Violation and Liability for Unpaid Wages and Liquidated Damages

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

C. Withholding for Unpaid Wages and Liquidated Damages

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

D. Subcontract

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

E. Contractor's Responsibility

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

VII. SAFETY

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

VIII. FALSE STATEMENTS CONCERNING PROJECTS

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

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

IX. IMPLEMENTATION OF CLEAN AIR ACT

Contract requirements

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

X. LABOR STANDARDS

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

EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

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

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

Part I - Nondiscrimination in Government Employment

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

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

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

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

Subpart B - Contractors' Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subpart D - Sanctions and Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subpart E - Certificates of Merit

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

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

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

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

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

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

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

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

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

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

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

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

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

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

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

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

Part IV - Miscellaneous

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

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

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

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

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

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

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

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

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

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

NOT FOR BIDDING

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

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

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

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

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

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

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

HUD = United States Department of Housing and Urban Development

OWNERSHIP FORM

(To be completed by business owners)

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

PART 1 Business Information:

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

Indicate whether business is:

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

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

² Business Registration Certificate Number

³ Tax Identification Number

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

Yes: _____ No: _____

If yes, please provide the name and explain:

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

Yes: _____ No: _____

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

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

Name	Title	Business Name (if applicable)

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

Yes: _____ No: _____

If no, please explain:

PART 2 Other Concerns:

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

Business is woman owned.

I certify that the above information is complete and accurate.

Owner Signature	Date
Print Name	Title

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

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

Date: _____

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

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

Program: _____

Contractor: _____

Contractor Address: _____

Contractor Telephone: _____

Contractor Employer ID Number: _____

\$ Amount of Contract: _____

Construction Start Date: _____

Construction Completion Date: _____

Project No. _____

Project Location: _____

Signed: _____

Printed Name: _____

Title: _____

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

CC: _____

Attn: _____

Attn: _____

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

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

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

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

Name/Title:		Signature:	
Name/Title:		Signature:	

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

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

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i> <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)	
TOTAL (wages + fringe)	0

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i> <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)	
TOTAL (wages + fringe)	0

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i> <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)	
TOTAL (wages + fringe)	0

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i> <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)	
TOTAL (wages + fringe)	0

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i> <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)	
TOTAL (wages + fringe)	0

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i> <input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)	
TOTAL (wages + fringe)	0

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

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

Signature	Date
Print Name	Title

APPRENTICESHIP POLICY RECOGNITION FORM

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

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

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

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

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

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

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

Apprentice/Trainee Name	Year/Level	Registered	Wage/hour

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

Signature	Date
Print Name	Title

DU PAGE COUNTY SECTION 3 INITIATIVE AND COMPLIANCE

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

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

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

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

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

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

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

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

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

Project #	
Date	

FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (Form 1)

(To be completed by business owners)

PART 1 Business Concern Information:

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

Business Partners/Owners Name	Title	Address

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

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

or

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

or

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

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

PART 3 Other Business Concern:

Business is owned by a minority person:

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

Business is woman owned.

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

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

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

Owner Signature _____ Date _____

Print Name _____ Title _____

Project #	
Date	

FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (Form 2)

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

PART 1 Resident Information:

Name			
Home Address			
Telephone #		Email	
Name of Employer			

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

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

PART 2 Income Survey:

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

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

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

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

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

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

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

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

Signature Date

Print Name

Project #	
Date	

PERMANENT EMPLOYEE / NEW HIRES LIST (Form 3)

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

PART 1 Business Concern Information:

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

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

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

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

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

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

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

PART 3 Certification: (PLEASE READ CAREFULLY)

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

Authorized Signature	Date
Print Name	Title

Project #	
Date	

FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (Form 4)

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

PART 1 Business Concern Information:

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

PART 2 Subcontractors:

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

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

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

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

PART 4 Certification: (PLEASE READ CAREFULLY)

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

Signature	Date
Print	Title

Project #	
Date	

FEDERAL SECTION 3 BUSINESS REPORTING (Form 5)

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

PART 1 Business Concern Information:

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

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

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

PART 2 Employment and Training Data:

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

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

PART 3 Contracting Data:

Construction Contracts:

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

Non-construction Contracts (engineering, architectural):

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

PART 4 Certification: (PLEASE READ CAREFULLY)

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

Authorized Signature	Date
Print	Title

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

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

Non-Covered Job Classifications

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

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

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

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

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

Apprentices and Trainees

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

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

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

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

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

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

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

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

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

Use of Section 4(c), Exceptions

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

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

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

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

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

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

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____

(Contractor or Subcontractor)

(Building or Work)

_____ that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____,

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

--

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OFFENSE 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.	

General Decision Number: IL150011 08/21/2015 IL11

Superseded General Decision Number: IL20140011

State: Illinois

Construction Types: Heavy and Highway

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	03/06/2015
3	06/19/2015
4	07/10/2015
5	08/14/2015
6	08/21/2015

CARP0555-003 06/01/2015

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 44.35	28.81

CARP0555-008 06/01/2015

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 43.35	31.09

CARP0555-011 06/01/2015

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

	Rates	Fringes
Carpenter and Piledriver.....	\$ 44.35	31.09

CARP0790-003 06/01/2015

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 39.11	25.81

CARP0790-004 06/01/2015

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

	Rates	Fringes
CARPENTER.....	\$ 39.11	25.81

CARP0792-003 06/01/2015

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 43.00	21.92

ELEC0009-002 06/01/2015

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 37.05	22.71
Lineman and Equipment		
Operator.....	\$ 47.50	29.12

ELEC0117-001 06/01/2015

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.62	29.47

ELEC0150-001 06/01/2015

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 39.40	34.58

ELEC0176-011 06/01/2013

WILL COUNTY

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

ELEC0196-001 03/02/2015

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 39.22	17.86+A
Groundman.....	\$ 30.33	14.93+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 46.95	20.38+A

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

ELEC0364-003 06/01/2015

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	29.45

* ELEC0461-006 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 47.25	25.75

ELEC0701-001 12/02/2013

DUPAGE COUNTY

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

ENGI0150-015 06/01/2015

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 43.65	33.00
Group 2.....	\$ 43.10	33.00
Group 3.....	\$ 41.80	33.00
Group 4.....	\$ 40.35	33.00
Group 5.....	\$ 38.90	33.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe

Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 06/01/2015

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 46.30	33.35
GROUP 2.....	\$ 45.75	33.35
GROUP 3.....	\$ 43.70	33.35
GROUP 4.....	\$ 42.30	33.35
GROUP 5.....	\$ 41.10	33.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

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

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

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

*Requires Oiler

IRON0001-014 06/01/2015

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

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 44.45	35.54
Structural and Reinforcing..	\$ 44.20	35.54

IRON0063-003 06/01/2015

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

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

IRONWORKER, ORNAMENTAL.....\$ 45.00 32.14

IRON0498-003 06/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 36.29	33.93

LABO0002-004 06/01/2014

DUPAGE COUNTY

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

LABORER CLASSIFICATIONS

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

GROUP 2: Concrete Laborers; Steel Setters.

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

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

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

LABO0002-009 06/01/2014

DU PAGE COUNTY

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

GROUP 3.....	\$ 38.22	24.40
GROUP 4.....	\$ 38.35	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LAB00032-007 05/01/2015

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 34.34	26.64
Skilled Laborer.....	\$ 36.99	26.64

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman &

Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LAB00075-002 06/01/2014

WILL COUNTY

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

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8

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

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

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

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

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

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

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

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

LABO0149-002 06/01/2014

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

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

LABORER CLASSIFICATIONS

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

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition),

Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

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

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

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

LABO0152-003 06/01/2014

LAKE COUNTY

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

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

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

GROUP 5: Cement Gun Nozzle (Gunite)

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

PAIN0014-003 06/01/2015

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 43.05	23.47

PAIN0030-003 07/01/2015

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

	Rates	Fringes
PAINTER		
Brush, Sandblaster, and Spray.....	\$ 42.93	19.85

PAIN0030-006 07/01/2015

BOONE COUNTY

	Rates	Fringes
PAINTER		
Brush, Roller, Sandblasting, and Spray.....	\$ 37.55	20.11

PLAS0011-002 08/01/2010

WILL COUNTY

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

PLAS0011-008 06/01/2012

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

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

PLAS0011-013 06/01/2011

LAKE COUNTY

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

PLAS0011-015 06/01/2012

BOONE COUNTY

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

PLAS0803-001 08/01/2010

DUPAGE COUNTY

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

* TEAM0179-002 06/01/2015

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 36.45	0.25+a
4 Axle Trucks.....	\$ 36.60	0.25+a
5 Axle Trucks.....	\$ 36.80	0.25+a
6 Axle Trucks.....	\$ 37.00	0.25+a
All Lowboy Trucks.....	\$ 37.20	0.25+a

FOOTNOTE: a. \$647.20 per week.

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

CLASSIFICATIONS:

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

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

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

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

* TEAM0301-001 06/01/2015

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.21	9.32+a
4 AXLES.....	\$ 36.36	9.32+a
5 AXLES.....	\$ 36.56	9.32+a
6 AXLES.....	\$ 36.76	9.32+a

FOOTNOTE: a. \$282.00 per week pension

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

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

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

CLASSIFICATIONS:

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

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

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

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

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

* TEAM0325-004 06/01/2015

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 35.87	18.00
4 Axles.....	\$ 36.02	18.00
5 Axles.....	\$ 36.22	18.00
6 Axles.....	\$ 36.33	18.00

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

CLASSIFICATIONS:

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

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

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

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter

and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories

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

* TEAM0330-002 06/01/2015

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.25	.25+a
4 AXLES.....	\$ 35.40	.25+a
5 AXLES.....	\$ 35.60	.25+a
6 AXLES.....	\$ 35.80	.25+a

FOOTNOTE: a. \$695.70 per week

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

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

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

CLASSIFICATIONS:

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

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

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

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

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

 * TEAM0673-003 06/01/2015

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.57	.25+a
4 AXLES.....	\$ 35.72	.25+a
5 AXLES.....	\$ 35.92	.25+a
6 AXLES.....	\$ 36.12	.25+a

FOOTNOTE: a. \$681.70 per week.

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

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

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

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7

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

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

General Decision Number: IL150020 07/10/2015 IL20

Superseded General Decision Number: IL20140020

State: Illinois

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

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	07/10/2015

* ENGI0150-013 06/01/2015

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

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

	Rates	Fringes
Operators:.....	\$ 29.40	3.00+A+B+C
Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar		

machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is \$1,143.00 per month.

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

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

* ENGI0150-023 06/01/2015

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

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

	Rates	Fringes
Operators:.....	\$ 29.40	3.00+A+B+C
Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with		

Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is \$1,143.00 per month.

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

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

LAB00032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

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

LAB00362-003 05/01/2013

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

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

LAB00751-004 05/01/2012

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 33.16	20.66

LAB00852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LAB00996-004 05/01/2014

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 31.61	18.76

TEAM0065-005 05/01/2013

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

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

FOOTNOTE: a. \$201.2 per week

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse

employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

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

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

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0179-004 06/01/2015

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

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.45	0.25+a
4 AXLES.....	\$ 36.60	0.25+a
5 AXLES.....	\$ 36.80	0.25+a
6 AXLES.....	\$ 37.00	0.25+a
All Lowboy Trucks.....	\$ 37.20	0.25+a

FOOTNOTE: a. \$647.20 per week.

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

CLASSIFICATIONS:

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

Group 2 - Dispatcher; Dump Crets and Adgetators under 7

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

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

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

* TEAM0179-008 06/01/2015

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 36.45	0.25+a
4 axles.....	\$ 36.60	0.25+a
5 axles.....	\$ 36.80	0.25+a
6 axles.....	\$ 37.00	0.25+a

FOOTNOTE: a. \$647.20 per week.

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

CLASSIFICATIONS:

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

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

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

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

* TEAM0301-001 06/01/2015

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 36.21	9.32+a
4 AXLES.....	\$ 36.36	9.32+a
5 AXLES.....	\$ 36.56	9.32+a
6 AXLES.....	\$ 36.76	9.32+a

FOOTNOTE: a. \$282.00 per week pension

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

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

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

CLASSIFICATIONS:

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

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

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

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

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

* TEAM0325-004 06/01/2015

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 35.87	18.00
4 Axles.....	\$ 36.02	18.00
5 Axles.....	\$ 36.22	18.00
6 Axles.....	\$ 36.33	18.00

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

CLASSIFICATIONS:

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

Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

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

* TEAM0330-004 06/01/2015

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott)
COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.25	.25+a
4 AXLES.....	\$ 35.40	.25+a
5 AXLES.....	\$ 35.60	.25+a
6 AXLES.....	\$ 35.80	.25+a

FOOTNOTE: a. \$695.70 per week

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

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

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years -

2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

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

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

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

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

TEAM0371-004 05/01/2013

HENRY and ROCK ISLAND COUNTIES

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

FOOTNOTE: a. \$41.70 per day

CLASSIFICATIONS:

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

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

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

GROUP 4: Low Boy and Oil Distributors.

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

* TEAM0673-003 06/01/2015

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.57	.25+a
4 AXLES.....	\$ 35.72	.25+a
5 AXLES.....	\$ 35.92	.25+a
6 AXLES.....	\$ 36.12	.25+a

FOOTNOTE: a. \$681.70 per week.

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

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

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

CLASSIFICATIONS:

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

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

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

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

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

* TEAM0731-001 06/01/2015

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.03	18.85
4 Axles.....	\$ 35.28	18.85
5 Axles.....	\$ 35.48	18.85
6 Axles.....	\$ 35.68	18.85

FOOTNOTES:

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

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

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

 * TEAM0786-001 06/01/2015

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 37.395	.25+a
4 Axles.....	\$ 37.645	.25+a
5 Axles.....	\$ 37.855	.25+a
6 Axles.....	\$ 38.065	.25+a

FOOTNOTES:

a. \$659.00 per week.

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

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

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

 SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

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

 SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

Rates Fringes

LABORER

BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES:

LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 11.94	2.42
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 13.11	3.01
LANDSCAPE PLANTSMAN.....	\$ 9.73	2.05

COOK COUNTY:

LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 9.93	1.89
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.98	2.12
LANDSCAPE PLANTSMAN.....	\$ 10.08	2.06

DE KALB COUNTY:

LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26

DU PAGE COUNTY:

LANDSCAPE DRIVER, 2 & 3		
AXLES.....	\$ 8.32	1.02
LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 10.75	
LANDSCAPE PLANTSMAN.....	\$ 10.65	

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

Rates Fringes

LABORER

DE KALB COUNTY

LANDSCAPE LABORERS.....	\$ 7.25	
LANDSCAPE OPERATORS.....	\$ 7.25	
LANDSCAPE PLANTSMAN.....	\$ 9.66	.26

KANKAKEE COUNTY:

LANDSCAPE DRIVER.....	\$ 8.75	.17
LANDSCAPE OPERATOR.....	\$ 16.57	3.56

PEORIA, TAZEWELL, &

WOODFORD COUNTIES:

TRUCK DRIVERS 2 & 3 AXLES..	\$ 17.58	5.88
-----------------------------	----------	------

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

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

NOT FOR BID

Ordinance No. 3733

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AMENDING THE REQUIREMENTS OF BIDDERS FOR CONSTRUCTION PROJECTS

WHEREAS, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-2) allows the Village to require competitive bidding after advertising for bids in the manner prescribed by ordinance; and,

WHEREAS, the President and Board of Trustees desire to adopt purchasing procedures to provide for additional requirements of bidders for construction projects to have active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training and to have bidders show three similar projects they constructed within the last five years.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That Section 2-219 of the Villa Park Municipal Code, as amended, be and is hereby amended by placing the existing text as subsection A. and adding a new subsection B. to read as follows:

“B. A responsible bidder for the construction of public works projects shall meet and submit evidence of compliance with the following requirements:

- (1) All applicable laws prerequisite to doing business in the State of Illinois,
- (2) A federal employer tax identification number or social security number,
- (3) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions),
- (4) Certificates of insurance indicating the following coverage’s: general liability, worker’s compensation, completed operations, automobile, hazardous occupation and product liability
- (5) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act,
- (6) The bidder and all bidder’s sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for each of the trades of work contemplated under the proposed contract,
- (7) All contractors and sub-contractors are required to file certified payrolls as specified in Illinois Pubic Act 94-0515, and follow all provisions of the Employee Classification Act (820 ILCS 185/1 et seq.), and

(8) All bidders must provide three (3) projects of a similar nature constructed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the bidder.”

Section 2. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this 11 day of February, 2013.

AYES: ALL

NAYS: Aiello Bulthuis

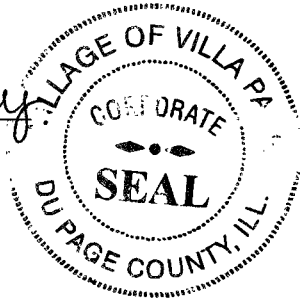
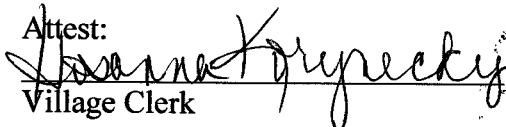
ABSENT: _____

Approved this 11 day of February, 2013.



Village President

Attest:
Village Clerk



Published in pamphlet form:

2-11, 2013

IRMA

CONTRACTUAL INSURANCE GUIDELINES

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

CG2037 - Completed Operations – (Exhibit C)

Required if box is checked ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

Required if box is checked ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked

- E. Builder Risk Property Coverage with member as loss payee

Required if box is checked .

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Required if box is checked .

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract

specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than member's if the member is borrowing, leasing or in day to day control of contractor's employee.

Required if box is checked .

C. Professional Liability (Required if box is checked)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering

services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections

therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

III. **SAFETY/LOSS PREVENTION**

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

NOT FOR BID

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT
C**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NOT FOR BID

