

Resolution No. R-100-2016

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR
GEORGE ST CULVERT REPLACEMENT (CDBG) PROJECT
WITH ACURA INC. OF BENSENVILLE, IL
IN THE AMOUNT OF \$178,539.00**

WHEREAS the Village of Bensenville applied for the Community Development Block Grant funding in the amount of \$204,921 (approximately 75% of the construction cost)

WHEREAS planned improvements for the project will include replacements of the severely deteriorated culverts under George St; and

WHEREAS Acura Inc. of Bensenville, IL submitted the lowest responsible bid at the August 4, 2016 bid opening.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the execution of a construction contract for the George St Culvert Replacement (CDBG) Project with Acura Inc. of Bensenville, IL in the amount of \$178,539.00 and

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, August 23, 2016.



Village President

AT



Clerk
Deputy Village Clerk

AYES: Carmona, DeSimone, Jaworska, Majeski, O'Connell, Wessler

NAYS: None

ABSENT: None

Village of Bensenville

George Street Culvert Replacement



Redmond Reservoir

Project Location

George St. Comp Storage

Kremple's Park

ITEM NO.	QUANTITY	UNIT	Bidding Base Bid		Material Construction		Labor		Subcontractors		Other Contractors		Permits		Miscellaneous		General		Savings			
			UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	TEMPORARY FENCE	100	\$100.00	\$10,000.00	\$5.00	\$500.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
2	TRAIL REMOVAL 60 TO 15 INCHES DIAMETER	16	\$23.00	\$368.00	\$4.00	\$64.00	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00
3	FRENCH BARRIER	5	\$70.00	\$350.00	\$15.00	\$75.00	\$3.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00	\$3.00	\$15.00
4	SECTION CONTROL BAR ANGLE	50	\$20.00	\$1,000.00	\$4.00	\$200.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00
5	FABRIC FORMBET CONCRETE REINFORCEMENT MAT	40	\$10.00	\$400.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00	\$1.00	\$40.00
6	PERMITTER PREP WORK BAR/FR	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
7	COMBINATION CURB AND LETTER REMOVAL AND REPAIR CURB/MS	50	\$20.00	\$1,000.00	\$4.00	\$200.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00
8	SHRINK WALK REMOVAL	100	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00
9	PIPE CULTURE REMOVAL	12	\$40.00	\$480.00	\$10.00	\$120.00	\$2.00	\$24.00	\$2.00	\$24.00	\$2.00	\$24.00	\$2.00	\$24.00	\$2.00	\$24.00	\$2.00	\$24.00	\$2.00	\$24.00	\$2.00	\$24.00
10	STRUCTURE EXCAVATION	55	\$2,000.00	\$110,000.00	\$400.00	\$22,000.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00
11	FORM END SECTION	2	\$17,000.00	\$34,000.00	\$3,500.00	\$7,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
12	PRECAST CONCRETE BOX CULVERT 8' X 8'	60	\$1,000.00	\$60,000.00	\$200.00	\$12,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$50.00	\$3,000.00
13	BRANDS AND LIDS TO BE ADJUSTED	25	\$100.00	\$2,500.00	\$20.00	\$500.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00
14	STEEL PLATE BEAM GUARDRAIL TYPE A & FOOT POSTS	84	\$60.00	\$5,040.00	\$10.00	\$840.00	\$2.00	\$168.00	\$2.00	\$168.00	\$2.00	\$168.00	\$2.00	\$168.00	\$2.00	\$168.00	\$2.00	\$168.00	\$2.00	\$168.00	\$2.00	\$168.00
15	GUARDRAIL REMOVAL	42	\$15.00	\$630.00	\$3.00	\$126.00	\$1.00	\$42.00	\$1.00	\$42.00	\$1.00	\$42.00	\$1.00	\$42.00	\$1.00	\$42.00	\$1.00	\$42.00	\$1.00	\$42.00	\$1.00	\$42.00
16	REBAR/SLAB REMOVAL	20	\$20.00	\$400.00	\$4.00	\$80.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00
17	UNDERCUTTING FOR BOX CULVERT	40	\$40.00	\$1,600.00	\$10.00	\$400.00	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00
18	SOIL EXCAVATION	15	\$2,000.00	\$30,000.00	\$400.00	\$6,000.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00
19	FOR PLANT CHAIN (CONCRETE) SIDEWALK LINER SPACIAL	75	\$1.00	\$75.00	\$0.20	\$15.00	\$0.05	\$3.75	\$0.05	\$3.75	\$0.05	\$3.75	\$0.05	\$3.75	\$0.05	\$3.75	\$0.05	\$3.75	\$0.05	\$3.75	\$0.05	\$3.75
20	REMOVE WOOD FENCE	30	\$20.00	\$600.00	\$4.00	\$120.00	\$1.00	\$30.00	\$1.00	\$30.00	\$1.00	\$30.00	\$1.00	\$30.00	\$1.00	\$30.00	\$1.00	\$30.00	\$1.00	\$30.00	\$1.00	\$30.00
21	AGGREGATE BARRIERS	60	\$10.00	\$600.00	\$2.00	\$120.00	\$0.50	\$30.00	\$0.50	\$30.00	\$0.50	\$30.00	\$0.50	\$30.00	\$0.50	\$30.00	\$0.50	\$30.00	\$0.50	\$30.00	\$0.50	\$30.00
22	PARKWAY RESTRICTION - SPD	400	\$10.00	\$4,000.00	\$2.00	\$800.00	\$0.50	\$200.00	\$0.50	\$200.00	\$0.50	\$200.00	\$0.50	\$200.00	\$0.50	\$200.00	\$0.50	\$200.00	\$0.50	\$200.00	\$0.50	\$200.00
23	WATER PLANT NEEDLE LEAF PRO-FILE (PRAIRIE)	20	\$20.00	\$400.00	\$4.00	\$80.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00
24	SUPPLEMENTAL WATERING 100 GAL	1	\$50.00	\$50.00	\$10.00	\$10.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
25	REPAINT AND REPLACE SANITARY SEWER PVC SIZE 24"	20	\$50.00	\$1,000.00	\$10.00	\$200.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00
26	CASING PIPE FOR SANITARY SEWER 8"	20	\$50.00	\$1,000.00	\$10.00	\$200.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00
27	CASING PIPE FOR WATER MAIN 4"	20	\$50.00	\$1,000.00	\$10.00	\$200.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00	\$2.00	\$40.00
28	CONNECTION TO BOX CULVERT, TYPE A	2	\$1,000.00	\$2,000.00	\$200.00	\$400.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00
29	CONNECTION TO BOX CULVERT, TYPE B	2	\$1,000.00	\$2,000.00	\$200.00	\$400.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00
30	PAVEMENT PATCH	74	\$50.00	\$3,700.00	\$10.00	\$740.00	\$2.00	\$148.00	\$2.00	\$148.00	\$2.00	\$148.00	\$2.00	\$148.00	\$2.00	\$148.00	\$2.00	\$148.00	\$2.00	\$148.00	\$2.00	\$148.00
31	UNDERSLATED WASTE DISPOSAL	30	\$10.00	\$300.00	\$2.00	\$60.00	\$0.50	\$15.00	\$0.50	\$15.00	\$0.50	\$15.00	\$0.50	\$15.00	\$0.50	\$15.00	\$0.50	\$15.00	\$0.50	\$15.00	\$0.50	\$15.00
32	CONCRETE LAYOUT STAKING AND ASPHALT	1	\$500.00	\$500.00	\$100.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
33	PERCONSTRUCTION VIBED TAPPING	1	\$500.00	\$500.00	\$100.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
34	FRANGIBLE MESSAGE SIGNS	1	\$500.00	\$500.00	\$100.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
35	DEVALUING BYPASS PUMPING	1	\$500.00	\$500.00	\$100.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
36	TRAFFIC CONTROL AND PROTECTION	1	\$500.00	\$500.00	\$100.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
GRAND TOTAL				\$1,187,878.00		\$232,772.00		\$118,786.00		\$118,786.00		\$118,786.00		\$118,786.00		\$118,786.00		\$118,786.00		\$118,786.00		\$118,786.00



BENSENVILLE

GEORGE STREET CULVERT REPLACEMENT

Contract Documents: Volume I

VILLAGE OF BENSENVILLE

Prepared By:

Engineering Resource Associates, Inc.

3s701 West Avenue, Suite 150

Warrenville, IL 60555-3256

(630) 393-3060

Note: Each sealed envelope containing a bid must be plainly marked on the outside with "Sealed Bid-George Street Culvert Replacement." The envelope should bear on the outside the name of the bidder, the bidder's address and telephone number, and the bid opening date and time.

Bid Proposal Submitted By: Acura Inc.

Contractor

556 County Line Road

Address

Bensenville, IL. 60106

July, 2016



ENGINEERING
RESOURCE ASSOCIATES

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT
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VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

NOTICE TO BIDDERS

THE VILLAGE OF BENSENVILLE, DuPAGE COUNTY, ILLINOIS, will receive sealed bids for the **George Street Culvert Replacement Project until eleven A.M. (11:00 A.M.), August 4, 2016** at the office of the Municipal Clerk in the Village Hall, 12 South Center Street, in the Village of Bensenville, Illinois, at which time and place all bids will be publicly opened and read aloud.

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

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

ALL GENERAL CONTRACTORS MUST COMPLETE YOUR SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION TO WORK AS A FEDERAL CONTRACTOR BEFORE BEGINNING WORK ON THIS PROJECT.

The contract documents, including plans and specifications, are on file beginning at 1:00pm July 21, 2016 at the office of the Engineer, Engineering Resource Associates, Inc., 3s701 West Ave., Suite 150, Warrenville, Illinois, 60555, (630) 393-3060.

Copies of the documents may be obtained from Engineering Resource Associates, Inc. by depositing \$25.00 non-refundable deposit, payable to Engineering Resource Associates, Inc., for each set along with a copy of the Contractor's "Certificate of Eligibility" issued by the Illinois Department of Transportation.

A bid bond, certified check, bank draft or irrevocable letter of credit on a solvent bank, payable to the Village of Bensenville, or cash in the amount of not less than ten percent (10%) of the amount of the bid shall be submitted with each bid.

The successful bidder will be required to furnish a satisfactory performance bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of the Contract and also a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection of the Contract. The successful bidder shall also furnish a Certificate of Insurance. No bid shall be withdrawn after opening of bids without the consent of the said Municipality for a period of sixty (60) days after the scheduled time of opening bids.

The Village of Bensenville reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it, all in accordance with the standard specifications.

Published in The Bensenville Independent and Daily Herald, on Thursday, July 21, 2016.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

INSTRUCTIONS TO BIDDERS

Project Identification

Project Name: George Street Culvert Replacement

Project Location: The George St Culvert Replacement project area is located approximately 850 feet east of the intersection of S. York Rd and George St in Bensenville, DuPage County, Illinois.

Project Owner: Village of Bensenville

Bid Opening: August 4, 2016
11:00 AM
Bensenville Village Hall
12 South Center Street
Bensenville, Illinois

Anticipated Award Date: August 23, 2016

Work Period: September 6, 2016 to October 31, 2016

Substantial Completion: October 17, 2016

Final Completion: October 31, 2016

Contract Documents

The work shall be performed in accordance with the plans and specifications entitled GEORGE STREET CULVERT REPLACEMENT.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

PROPOSAL

To the Village of Bensenville, Illinois:

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the **GEORGE STREET CULVERT REPLACEMENT PROJECT** to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by others and compiled by Engineering Resource Associates, Inc., Consulting Engineers, including Addenda Nos. 1, , and , issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeable unbalanced, all at the sole discretion of the Municipality.
2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.
3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality by OCTOBER 31, 2016.
4. Accompanying this Proposal is a bid bond, certified check, bank draft or irrevocable letter of credit payable to the said Municipality in the amount of ten percent (10%) of the amount bid which is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is \$_____.
5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
6. Each pay item shall have a unit price and a total price.
7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.
8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
9. It is understood and agreed by the undersigned that the Municipality reserves the privilege to postpone commencement of alternates to subsequent years.
10. The undersigned firm certifies that is has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, 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.
11. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

BID FORM

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

GEORGE STREET CULVERT REPLACEMENT PROJECT

SPECIFICATION/ SPECIAL PROVISION	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
SP-25	TEMPORARY FENCE	FOOT	100	\$6.00	\$600.00
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$70.00	\$700.00
20800150	TRENCH BACKFILL	CU YD	5	\$60.00	\$300.00
* 25100630	EROSION CONTROL BLANKET	SQ YD	50	\$10.00	\$500.00
* 28500100	FABRIC FORMED CONCRETE REVETMENT MAT	SQ YD	40	\$245.00	\$9,800.00
28000400	PERIMETER EROSION BARRIER	FOOT	640	\$5.00	\$3,200.00
SP-30	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	50	\$35.00	\$1,750.00
SP-31	SIDEWALK REMOVAL	SQ FT	400	\$2.00	\$800.00
50105220	PIPE CULVERT REMOVAL	FOOT	142	\$50.00	\$7,100.00
* 50200100	STRUCTURE EXCAVATION	CU YD	55	\$55.00	\$3,025.00
* SP-45	CONCRETE END SECTION	EACH	2	\$7,500.00	\$15,000.00
* 54010803	PRECAST CONCRETE BOX CULVERT 8' X 3'	FOOT	60	\$850.00	\$51,000.00
SP-40	ADJUSTING WATERMAIN 6"	FOOT	25	\$220.00	\$5,500.00
60300305	FRAMES AND LIDS TO BE ADJUSTED	EACH	2	\$500.00	\$1,000.00
63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	84	\$95.00	\$7,980.00
63200310	GUARDRAIL REMOVAL	FOOT	42	\$7.00	\$294.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	20	\$50.00	\$1,000.00
SP-37	UNDERCUTTING FOR BOX CULVERT	CU YD	40	\$1.00	\$40.00
SP-36	SILT SCREEN	EACH	1	\$700.00	\$700.00
SP-21	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH, SPECIAL	SQ FT	775	\$6.00	\$4,650.00
SP-38	REMOVE WOOD FENCE	FOOT	30	\$9.00	\$270.00
SP-39	AGGREGATE BACKFILL	TON	60	\$65.00	\$3,900.00
* SP-22	PARKWAY RESTORATION - SOD	SQ YD	430	\$12.00	\$5,160.00

VILLAGE OF BENSENVILLE
 GEORGE STREET CULVERT REPLACEMENT

SPECIFICATION/ SPECIAL PROVISION	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
SP-44	NATIVE PLANT SEED (LOW PROFILE MIX)	SQ YD	50	\$20.00	\$1,000.00
SP-23	SUPPLEMENTAL WATERING, 1000 GAL	UNIT	4	\$50.00	\$200.00
SP-41	REMOVE AND REPLACE SANITARY SEWER, PVC SDR 26, 8"	FOOT	20	\$150.00	\$3,000.00
SP-42	CASING PIPE FOR SANITARY SEWER, 8"	FOOT	20	\$300.00	\$6,000.00
SP-42	CASING PIPE FOR WATER MAIN, 6"	FOOT	20	\$275.00	\$5,500.00
SP-34	CONNECTION TO BOX CULVERT, TYPE A	EACH	2	\$1,500.00	\$3,000.00
SP-34	CONNECTION TO BOX CULVERT, TYPE B	EACH	2	\$1,200.00	\$2,400.00
SP-35	PAVEMENT PATCH	SQ YD	74	\$225.00	\$16,650.00
SP-20	CONTAMINATED WASTE DISPOSAL	CU YD	20	\$1.00	\$20.00
SP-32	CONCRETE WASHOUT	L SUM	1	\$1,000.00	\$1,000.00
SP-27	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$1,000.00	\$1,000.00
SP-29	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	L SUM	1	\$3,500.00	\$3,500.00
SP-26	CHANGEABLE MESSAGE SIGNS	EACH	3	\$1,000.00	\$3,000.00
SP-33	DEWATERING / BYPASS PUMPING	L SUM	1	\$3,000.00	\$3,000.00
SP-28	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$5,000.00	\$5,000.00

BIDDER'S PROPOSAL FOR THE BASE BID	\$ 178,539.00
ALL OF THE ABOVE ITEMS, COMPLETE, INPLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:	
<u>One Hundred Seventy Eight Thousand Five Hundred Thirty Nine Dollars and No Cents</u>	
(IN WRITING)	
THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS. <u>1</u>, <u> </u> AND <u> </u>	
SIGNED BY: _____	

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

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

(If an Individual) Signature of Bidder _____
Business Address _____

(If a co-partnership) Firm Name _____

(Seal) Signed By _____
Business Address _____

(Insert Names and
Addresses of all
Partners of the Firm) _____

(If a Corporation) Corporate Name _____

(Seal) Signed By _____
(Person)

Business Address 556 County Line Road, Bensenville, IL. 60106

(Corporate Seal)

(Insert Names of Officers) President Domenico DiGioia
Secretary Domenico DiGioia
Treasurer _____

VILLAGE OF BENSENVILLE
ALVERT REPLACEMENT

Attest:



(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).

**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 Disaster Recovery 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 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: Acura Inc.

Date: 8/2/2016

CONFLICT OF INTEREST DISCLOSURE – CDBG-DR

Please initial each true and applicable statement:

	<p>1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.</p>
<p>Please select one of the following designations:</p>	
<input type="checkbox"/>	<p>2. The undersigned has made application to be the owner or developer of a project funded with CDBG-DR.</p>
	<p>3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG-DR.</p>
<input type="checkbox"/>	<p>4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG-DR.</p>
<input type="checkbox"/>	<p>5. I am a participant in a CDBG-DR funded buy-out or acquisition of property.</p>
<p>Please select one of the following statements:</p>	
	<p>6. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) <u>do(es) not have</u> any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be “covered persons” under Federal conflict of interest regulations.</p>
<input type="checkbox"/>	<p>7. The undersigned <u>does have</u> a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:</p>
<p>Please select one of the following statements:</p>	
<input type="checkbox"/>	<p>8. The undersigned is an individual or sole proprietor and am signing this on behalf of myself.</p>
<input type="checkbox"/>	<p>9. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.</p>
	<p>10. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.</p>

Printed Name:	Domenico DiGioia
Title (if applicable):	President
Name of organization (if applicable)	Acura Inc.
Signature:	
Date:	8/2/2016

Printed Name:	
Title (if applicable):	
Name of organization (if applicable)	
Signature:	
Date:	

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

PROPOSAL BID BOND

WE Acura, Inc., 556 County Line Road, Bensenville, IL 60106

_____ as PRINCIPAL, and Western Surety Company

_____ as SURETY, are held firmly bound unto the Village of Bensenville (hereinafter referred to as "LA") in the penal sum of 10% of the Village of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, 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 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 _____ 4th _____ day of _____ August _____ A.D. 2016.

(Principal)

Acura, Inc.

(Company Name)

(Company Name)

By _____

(Signature & Title)

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

Surety

Western Surety Company

(Name of Surety)

By: _____

(Signature _____ y-in-Fact)

Kevin J. Scanlon

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

STATE OF ILLINOIS,

COUNTY OF WILL

I, Sherry Bacskai, a Notary Public in and for said county,

do hereby certify that _____

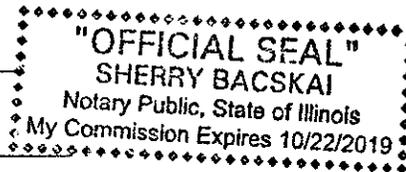
& Kevin J. Scanlon

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

who are each personally known 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 instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal 30th day of August A.D. 2016.

My commission expires 10/22/2019



NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin J Scanlon, R L Mc Wethy, Gary A Eaton, Rob W Kegley Jr, Individually

of New Lenox, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2015.

WESTERN SURETY COMPANY



[Redacted Signature]

Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of October, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



[Redacted Signature]

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of August, 2016.



WESTERN SURETY COMPANY

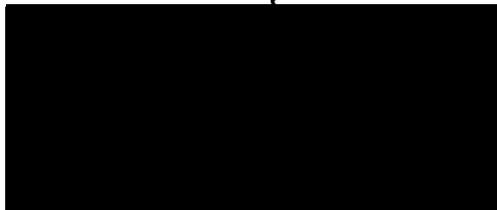
[Redacted Signature]

Secretary

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and defend the Village of Bensenville, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Village of Bensenville, its officers and employees, or any of them. The Village of Bensenville shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.



Signature

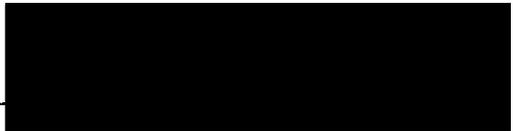


Title



Date

Contractor



Signature

President

Title

8/2/2016

Date

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION
(continued)

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Acura Inc.

Contractor

ATTEST:



DATE: 8/2/2016

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

SEXUAL HARASSMENT CERTIFICATE

Acura Inc. hereinafter referred to as "Contractor" having submitted a bid/proposal for **GEORGE STREET CULVERT REPLACEMENT PROJECT** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

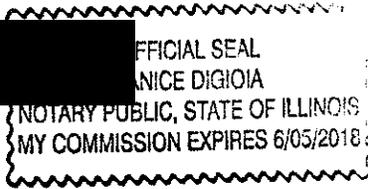
By: 

Subscribed and sworn to
before me this 2 day

of August, 2016.



Notary Public



VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF
ILLINOIS CRIMINAL CODE OF 1961.

I/we hereby certify that Acura Inc. is not barred from (Name of Bidder) bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: 

Date: 8/2/2016

Title: President

INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND ROTATING - -
KICKBACKS - - BRIBERY

PUBLIC ACT 85-1295
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid Rigging. A person commits the offense of bid-rigging when they knowingly agree with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, they engage in a pattern over time (which, for the purposes of this Section, shall include a least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts.

Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

CONTRACT

1. THIS AGREEMENT, made and concluded this 23RD day of August, 2016 between the Village of Bensenville acting by and through its Mayor and City Council, know as the party of the first part, and Azura Inc his/her 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 work, furnish all material 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 notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached and the plans for the **GEORGE STREET CULVERT REPLACEMENT PROJECT**, prepared by Engineering Resource Associates, Inc., approved by the Village of Bensenville, and all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employer shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village

By: _____

ATTEST:

Municipal Clerk

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

(If Corporation)

Corporate Name Acvia Inc.

(Corporate Seal)

Address 556 County Line Rd.

Bensenville, IL 60015

ATTEST:



By  (Seal)

(If an Individual)

Business Name _____

Address _____

By _____ (Seal)
(Bidder)

(If a Co-partnership)

Firm Name _____

Address _____

By _____ (Seal)

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

BOND# 929638232

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we Acura, Inc.

556 County Line Rd., Bensenville, IL 60106

as Principal, and Western Surety Company

a corporation organized and existing under the laws of the State of ^{South Dakota} ~~Illinois~~, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of ~~--One Hundred Seventy Eight Thousand Five~~ One Hundred Thirty Nine Dollars & No/100 (\$ 178,539.00-), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Mayor and City Council of said Village of Bensenville for the construction of the work designated as **GEORGE STREET CULVERT REPLACEMENT PROJECT** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as written herein at length, in 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, material, 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 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, sub-contractor, 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.

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

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 Village of Bensenville and the said Mayor and City Council 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 for and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this 18th day of August A.D. 2016

Corporate

Name Acura, Inc.

By: _____

ATTE

(Secretary)

Surety: Western Surety Company

(Seal)

By: _____

Attorney in Fact (Seal)
Kevin J. Scanlon

By: N/A

Attorney in Fact (Seal)

Countersigned

By: _____

(Agent for Surety)
Kevin J. Scanlon, Agent

1005 W. Laraway Rd., New Lenox, IL 60451

(Address of Surety)

VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

State of _____)
) SS
County of _____)

I, _____ a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 18th day of August, AD. 2016.

Seal _____ Notary Public
_____ Address

State of Illinois)
) SS
County of WILL)

I, Sherry Bacskai a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin J. Scanlon, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for Western Surety Company thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

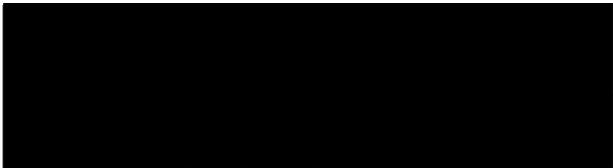
Given under my hand and Notarial Seal, this 18th day of August, A.D. 2016.

"OFFICIAL SEAL"
SHERRY BACSKAI
Notary Public, State of Illinois
My Commission Expires 10/22/2019



New Lenox, IL 60451 Address

Approved this 20th day of Aug, A.D. 2016.
ATTEST:



Municipal Seal



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin J Scanlon, R. L. Mc Wethy, Gary A Eaton, Rob W Kegley Jr, Individually

of New Lenox, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of June, 2015.



WESTERN SURETY COMPANY



State of South Dakota }
County of Minnehaha } ss

On this 4th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of August, 2016.



WESTERN SURETY COMPANY



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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SPECIAL PROVISIONS
VILLAGE OF BENSENVILLE
GEORGE STREET CULVERT REPLACEMENT

The following SPECIAL PROVISIONS supplement the "Standard Specifications for the Road and Bridge Construction" adopted April 1, 2016, the "Supplemental Specifications and Recurring Special Provisions," adopted April 1, 2016, the "Standard Specifications for Water & Sewer Main Construction in Illinois," adopted July, 2014, and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions, included herein, apply to and govern the proposed improvements designated as the George Street Culvert Replacements.

The Village of Bensenville Standard Specifications shall also be included in these Special Provisions and any questions or conflict will be resolved by the Village Engineer.

SP-1 DESCRIPTION

This project involves the removal of two existing corrugated metal culverts and the installation of a reinforced concrete box culvert with headwalls, pavement patching and all incidental and collateral work necessary to complete the project.

SP-2 COMPLETION TIME

The work under this contract must be completed within the following time frame: The work shall begin on **September 6, 2018** and be fully complete by **October 31, 2016** or as approved by the Engineer. Should the Contractor fail to complete the work in the stipulated time frames and/or prior to the completion date, the Contractor shall be liable for liquidated damages.

SP-3 LIQUIDATED DAMAGES

The Contractor must complete the work in accordance with the completion time requirements. If he fails to do so within the times stipulated, he shall be liable for liquidated damages for each calendar day of over-run in time in strict adherence to Article 108.09.

SP-4 PREVAILING WAGE REQUIREMENT

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

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

SP-5 PRE-QUALIFICATIONS

Prospective bidders must be included on IDOT's pre-qualification list for drainage and paving work. The Village reserves the right to interpret the suitability of the contractor's pre-qualifications to perform the work. The final decision regarding suitability rests with the Village.

SP-6 PRE-CONSTRUCTION MEETING

Upon execution of the contract with the successful bidder, the Village will schedule a meeting with the Contractor. The Contractor shall submit his progress schedule, QC Plan, any material submittals, and Traffic Control Plan at or before this meeting. In attendance shall be the Contractor's representative on the job, i.e., Construction Superintendent or Foreman. On or before this meeting the Contractor shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - Village Engineer, representatives of other Village departments, Contractor, Utility Company representatives, if utility work or adjustments is required. Also, any other person as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing or materials, who is QC Manager, what, if any, work will be sublet, responsibility for maintaining traffic or detours and any other problems relating to the work are to be discussed.
4. A roster will be prepared which will list the names, addresses and telephone numbers of all parties concerned. Twenty-four (24) hour a day and emergency contact persons and phone numbers shall be listed.

SP-7 PROGRESS SCHEDULE AND WEEKLY REPORTING

In addition to the progress schedule submitted and approved prior to construction (Article 108.02), the contractor will be required to submit a weekly plan of what daily work operations they intend to perform for each upcoming week. The report form will be provided at the preconstruction meeting and is entitled "Contractor's Plan for Upcoming Week's Operations." This report will be a continuation of the Engineer's "Weekly Report of Resident" BC 239 which will be submitted to the contractor promptly following each week of work. The contractor's plan should show his operations including those of all subcontractors for the 7 upcoming days of the week. It may be handwritten in the field by the project superintendent or faxed in to the Village's Department of Public Works, fax

No. (630) 594-1148. **The inspection and maintenance of the soil and erosion control shall also be documented with this weekly reporting.** This weekly communication will be to everyone's benefit in assuring timely project completion. The contractor shall also update the entire project schedule and submit once a month. The contractor will not be eligible for any time extension of any intermediate or final completion date if the cause of the delay is not identified or if the progress schedule is not submitted.

SP-8 PUNCH LIST ITEMS

Throughout the duration of the project, the Engineer shall submit periodic punch list items to the Contractor. These items must be complete within 5 calendar days once the Engineer notifies the Contractor of these items in writing. Liquidated damages will be assessed if these items are not complete to the satisfaction of the Engineer within the 5 calendar days. Punch list items and dates will be strictly enforced and documented with the Contractor via the "Weekly Report of Resident"-BC 239.

SP-9 PAYMENT FOR COMPLETED WORK

Payments shall be subject to retainage by the Village as follows:

There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Engineer. After fifty percent (50%) or more of the work is completed, the Engineer may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent (5%) of the total adjusted contract price.

Payment requests must be accompanied with:

- Quality Control charts and test results.
- Material and supplier certifications.
- Affidavit of Payment Obligations from the general contractor detailing the amounts due for the specific portions of the progress payment.
- Waiver of Lien to Date from the general contractor in the amount of the progress payment.
- Waiver of Lien to Date from each subcontractor, suppliers and materialmen listed in the general contractor's affidavit current to the extent and value of the work reported in the previous payment request.

Prior to the Final Payment, the Contractor shall also provide Final Waiver of Lien for his Company, all subcontractors, suppliers, and materialmen.

Payments will not be made under this contract to the Contractor for the work completed unless the Contractor has also satisfactorily completed his responsibilities for restoration.

SP-10 RESPONSIBILITY OF WORK

The Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, to persons, or property caused by, or in any way resulting from doing the work.

SP-11 LOCATION OF UTILITIES

Before starting construction, the Contractor shall contact JULIE for locations of any and all utilities. The toll free telephone number is 1-800-892-0123. A joint meet shall be established for the Utility Improvement portion of the project.

The Contractor is responsible for notification and coordination with JULIE for locations of utilities before and throughout the project.

SP-12 NOTICE

A minimum of forty-eight (48) hour notice will be given to the Engineer of the Village of Bensenville prior to starting work, or restarting work after some absence of work for any reason.

Notify: Village of Bensenville
Department of Public Works

(630) 594-1196

SP-13 NOISE LIMITATIONS

All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of the Village Engineer. No work is to be performed on Sunday or the holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving or Christmas Day.

SP-14 PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications, the Contractor shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed. It is understood that George St. will have to be closed for a period of time to facilitate utility installation. **Emergency vehicle access shall be maintained at all times when George St. is open to traffic. Under no circumstance shall a commercial or multi-unit residential driveway be closed if it is the only available access. The Contractor must stage construction and/or use steel plates to maintain driveway access to that institution or business.**

Construction shall be scheduled and coordinated around any special events as directed by the Engineer to minimize interference with traffic movements and inconvenience to owners of adjacent property. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours.

During all construction operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval and the direction of the Engineer.

To insure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner and the Engineer the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel with the exception of George St. for the specified time frame. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the Engineer deems necessary to guarantee the safety of motorists and pedestrians during construction. The provided traffic control plan is considered the minimum amount necessary, and the Engineer reserves the right to add or modify the traffic control as deemed necessary throughout the various stages of construction to guarantee the safety of motorists and pedestrians during construction.

If open holes, broken pavement, trenches over 3 inches in depth and 4 inches wide or other hazards are present adjacent to the roadway or within the closed lane of a roadway, the contractor shall furnish and install an approved barrier to prevent access to the hazard.

This work will not be paid for separately but shall be considered as incidental to the Traffic Control and Protection and no extra compensation will be allowed. Failure to comply with directions from the Engineer will result in a charge of \$500.00 per day penalty.

SP-15 MATERIAL INSPECTION AND TESTING

All Hot-mix Asphalt and P.C. Concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The contractor shall provide QA testing notice to the Village Engineer of his designee by 2:00 P.M. the day before for inspection of all Hot-Mix Asphalt and concrete materials used on this project. No material placement shall be allowed without this prior day notification.

The contractor is to submit a QC plan for HMA and concrete materials to the QA manager (the Village Engineer of his designee) for approval prior to construction operations commencing. The QA manager will approve this plan and copy the district by Materials office on the approval letter.

QC and QA reports for concrete will be sent to the Village Engineer of his designee for review and approval by the QA manager by 12:00 P.M. day after the placement of the material.

QC reports for HMA mixtures will be transmitted directly to the city engineer of his designee by the contractor daily prior to production. The QA manager will review and retain the QA plant reports. The QA field reports shall be submitted by the QC manager to the city engineer of his designee by 12:00 P.M. day after the placement of the material.

Partial payments will not be processed unless accompanied by certifications and control charts for work included in the payment request. Final payment will not be made until all letters of certification, control charts, and other inspection documentation have been received.

SP-16 UNITS - ENGLISH

The Plans and Specifications for this project are in the English System of measure. Occasionally, Metric units are also given. In all cases, the English units shall take precedence over Metric units.

SP-17 MISCELLANEOUS SAW CUTTING

Wherever new work will meet existing conditions other than lawn areas, regardless of whether the new or existing work is asphalt or concrete, the existing adjacent sidewalk, driveways, pavement or curb shall be neatly saw cut. The saw cut shall be in a neat straight line sufficiently deep so that it renders a smooth vertical face to match to. This type of saw-cutting shall be included in cost of the work being performed.

SP-18 CONCRETE FORMS

In performance of work requiring forms, they shall be of lumber not less than 2" nominal thickness or of steel of equal rigidity. They shall be held securely in place by stakes or braces, with the top edges true to line and grade. Forms shall be oiled before concrete is placed. All radius forms shall be steel, or properly curved and secured wood.

Forms shall remain undisturbed for a minimum of twelve (12) hours and until the concrete has attained sufficient strength to sustain its own weight in addition to any temporary and permanent loads that may be placed upon it.

SP-19 PORTLAND CEMENT CONCRETE

All Portland Cement Concrete used in this contract work, shall be provided in accordance with Section 420, 423, 424, and 1020 of the Standard Specifications for Road and Bridge Construction.

The concrete must have an approved mix design, and must come from a state approved ready-mix plant. The Portland Cement Concrete shall contain a minimum of 6.1 bags of cement per cubic yard. High early strength concrete containing 7 bags cement will be required where vehicle crossing is permitted on the sidewalk, driveway pavement, curb and gutter, adjacent to radius curbs and at various locations as determined by the Village Engineer. No additional compensation shall be allowed for providing Portland Cement Concrete containing 7 bags of cement.

Minimum curing time before any subsequent work can be performed adjacent to new concrete is 4 days unless approved by the engineer.

All exposed surfaces of the newly poured concrete shall be cured by application of a cure and seal compound in accordance with the specifications and manufacturers' directions. Super Rez-Seal produced by the Euclid Chemical company or an equal approved by the Village Engineer must be used.

SP-20 CONTAMINATED WASTE DISPOSAL

Description. This work shall consist of the satisfactory disposal of any Contaminated Waste encountered during construction. In the event that Contaminated Waste is encountered, the disposal of the material shall be compensated for as CONTAMINATED WASTE DISPOSAL.

This pay item is for contingency purposes only. The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

Work required for the excavation, removal and disposal of uncontaminated material necessary for the construction of the proposed precast box culvert shall be considered included in the cost of associated contract pay items.

Excavated material shall be considered CONTAMINATED WASTE DISPOSAL after one (1) of the following conditions are met:

- The Contractor's "clean-fill" dump facility rejects individual load of excavated material. The Contractor shall provide the Engineer with the CCDD Load Rejection Form.
- A Contractor-employed environmental consultant performs on-site sampling and discovers areas of contamination. In this situation, the Contractor's environmental consultant shall coordinate with the Village to determine acceptable limits of the contamination. The Village reserves the right to independently perform their own soil tests.

The Contractor shall provide the Special Waste Tracking Receipt / Manifest and the Weight Ticket with tonnage to the Engineer for each load of Contaminated Waste. These items shall include the truck number and date.

Basis of Payment. Regardless of actual quantity, this work shall be paid for at the Contract unit price per cubic yard for CONTAMINATED WASTE DISPOSAL, which price shall be considered full compensation for all sampling, testing, documentation, coordination, handling and transportation necessary for the disposal of all contaminated material.

SP-21 PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH

Description. This work shall be performed in accordance with Section 424 of the Standard Specifications. The concrete shall be of type specified for elsewhere in these provisions. The topsoil excavation needed for alignment change or new sidewalk installation will be considered included in this pay item. The removed topsoil shall be disposed of by the contractor under this pay item. All new and replacement sidewalks shall be a minimum of 4" thick constructed on a prepared sub-grade of a minimum 2" of compacted crushed stone, CA-6. A 6" thickness of concrete will be required where vehicle crossing is permitted on the sidewalk and adjacent to radius curbs at intersections in accordance with Village Ordinance. The 6" thick sections of sidewalk, where they occur, shall be paid for the same as 4" thick sidewalk, and no additional compensation shall be allowed. Subgrade material, subgrade preparation and all related work constructing the sidewalk shall be included in the cost of this pay item.

Basis of Payment. This item will be measured and paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH, SPECIAL.

SP-22 PARKWAY RESTORATION-SOD

Description. The Contractor shall be responsible to restore all of the areas disturbed in the parkway which result from the construction operations in this contract. This work shall be performed in

accordance with Sections 211 and 252 of the Standard Specifications, and as modified herein. Parkway restoration shall be done as soon as possible after the completion of the adjacent work. It shall include good quality **spoil removal, additional fill to conform to the grades shown on the plans, pulverized topsoil, fertilizer, salt tolerant sod, watering, and channel clearing of sediment buildup**, and provide all labor, materials and equipment, as necessary.

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

Soil erosion and sediment shall be controlled by the placement of **salt tolerant sod** as soon as possible after the completion of the adjacent work. The Contractor shall provide temporary seed to comply with the National Pollutant Discharge Elimination System Permit if the placement of sod cannot be promptly scheduled. The temporary seeding, removal, redressing, and final sodding of disturbed areas shall not be paid for separately, but considered incidental to the cost of parkway restoration.

Topsoil Placement:

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

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

Fertilizing and Sodding:

The area to be sodded shall be finished in accordance with Section 212 before sodding operations are begun.

The existing turf shall be cut by mechanical sod cutting machines or by hand, in a manner acceptable to the Engineer, to provide a straight, uniform edge to allow a tight and flush fit of the new sod to the existing lawn.

Immediately prior, but not in excess of 24 hours before the sod is placed, the soil surface shall be worked until it is relatively free from debris, washes, gullies, clods, weeds and stones, and is in a satisfactory condition. The surface shall be worked to a depth of 3" with pulverized topsoil added as necessary to provide a neat and uniformly graded sod bed which will match flush with adjacent lawn and other physical features, to the satisfaction of the Engineer. Prepared surfaces that become crusted shall be reworked to an acceptable condition for sodding.

A 12N:26P:12K fertilizer nutrient ratio, with 50% slow release nitrogen shall be applied at the rate of 1Kg of total phosphorus per 250m² (1 Lb. of total phosphorus per 1000 Sq. Ft.) The fertilizer shall then be worked into the top 75mm (3") of the topsoil prior to sodding.

Salt Tolerant Sod shall be placed when the ground is in a workable condition and temperatures are less than 32°C (90°F). The Village of Bensenville will require placing sod throughout the project to restore the parkways. Sod shall not be placed when the sod or ground surface is frozen or during an extended drought.

Sod shall be in a moist condition at the time of cutting, and shall be kept in a moist condition until it is placed. Any sod that has dried out will be rejected, and shall be immediately removed from the job site by the Contractor. All sod shall be transported in either a closed van, or in open trucks properly covered.

Sod cut for more than 48 hours shall not be used without the approval of the Engineer. All sod shall be kept moist and protected from exposure to sun, wind and freezing prior to placing.

The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered. The sod shall be rolled in place at the time of placement to the satisfaction of the Engineer.

The Contractor shall notify the Engineer of the localities from which the sod is to be obtained so that an authorized representative may inspect the fields for approval.

All sod used shall comply with the State and Federal laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment and on arrival shall be filed with the Engineer.

Watering:

Watering shall be performed in per section 252 of the Standard Specifications. If a water truck is utilized, it shall be done in a safe and responsible manner. If the Contractor is found to be watering irresponsibly (employee outside of a moving vehicle hanging on), will result in a charge of \$500.00 per day. The method of watering shall meet the approval of the City Engineer.

It is the overall intent of this item to provide complete and thorough restoration of the parkway establishing a healthy, uniform stand of grass. Additionally, the contractor shall restore to the satisfaction of the property owner any landscaping or landscape features, i.e. plantings, timbered terraces, decorative rock emplacements, etc. that may have been disrupted during the course of these construction operations. No additional compensation shall be made.

Parkway Restoration will be measured for payment in Square Yards in place. It shall include the cost of all **spoil removal, additional fill to conform to the grades on the plans, pulverized topsoil, fertilizer, salt tolerant sod, watering, and channel clearing of sediment buildup**, and provide all labor, materials and equipment, as necessary and all other items as specified herein. To be acceptable, the sod shall be in a live, healthy condition and be knitted to the soil. When directed by the Engineer, any defective or unacceptable sod on the initial installation shall be removed, replaced, and watered in accordance with this item of work.

Basis of Payment. This item of work will be measured and paid for at the contract unit price per square yard of PARKWAY RESTORATION-SOD, measured as specified herein.

SP-23 SUPPLEMENTAL WATERING, 1000 GAL

Description. During periods of intense heat or subnormal rainfall, supplemental watering may be required after the initial and fifteen (15) additional waterings prior to acceptance of the work. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice. Supplemental watering may be performed during the period of establishment, or any time prior to final acceptance of the project.

Basis of Payment. This item of work will be measured in units consisting of one thousand (1000) gallons of water applied on the sodded areas, and paid for at the contract unit price per unit for SUPPLEMENTAL WATERING, 1000 GAL.

SP-24 THERMOPLASTIC PAVEMENT MARKING

Description. Thermoplastic pavement markings shall be applied, measured, and paid for in accordance with Section 780 of the Standard Specifications. Installation procedures shall conform to the manufacturers recommended method and/or Article 780 of the standard specifications. The Contractor shall properly set the markings to the specific location as directed by the engineer.

Basis of Payment. The contractor shall at the direction of the engineer provide the guide marks necessary to lay the proposed thermoplastic lines and markings. This work shall be included in the pay item for THERMOPLASTIC PAVEMENT MARKING of the type specified.

SP-25 TEMPORARY FENCE / TREE PROTECTION

Description. The Contractor shall make every effort to preserve trees and shrubs within the working area. There shall be no construction activity or storage of any material within the enclosure or within the drip line of any tree. All trees to be preserved within the construction zone shall be trimmed and root pruned prior to any construction activity.

All trees with a 6" diameter or less and all shrubs not specifically indicated for removal which are removed or damaged beyond repair as determined by the Village Engineer of his designee, shall be replaced by the Contractor with a plant material equivalent in size and species. All removal and planting costs resulting shall be paid for by the Contractor. All replacement tree planting will be done by the Village.

All trees larger than 6" in diameter and not specifically designated for removal, which are damaged or removed during construction shall be assessed a penalty by the Village Engineer. Each tree damaged may incur a \$100 per inch in diameter penalty.

The contractor shall manually erect TEMPORARY FENCE in locations shown in the plans to protect existing trees and other sensitive vegetation. The temporary fence shall be in accordance with Section 201 of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price per foot of TEMPORARY FENCE, which includes all labor and materials necessary to install temporary fencing on the locations shown in the plans.

SP-26 CHANGEABLE MESSAGE SIGNS

Description. This item shall be as indicated in Section 701 of the Standard Specifications, for "Changeable Message Sign" except as follows:

This message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor will also be required to promptly reprogram the computer to provide all messages as directed by the Engineer.

Three signs will be required for this contract. Changeable Message Signs will be installed one week prior to the beginning of construction activities on George Street and removed once the road is closed. The contractor shall be required to provide Changeable Message Signs at additional locations as determined by the Village Engineer.

Basis of Payment. The total cost for changeable message signs will be paid for at the contract unit price per each CHANGEABLE MESSAGE SIGNS, which price shall include all costs for labor, materials, equipment, and incidentals necessary to furnish, reprogram, relocate and remove the signs.

SP-27 PRECONSTRUCTION VIDEO TAPING

Description. The Contractor shall prepare pre-construction video documentation of all features in the area affected by construction. All video camera, recorders, tapes, accessories, and appurtenances shall be digital format equipment. Pre-construction video documentation shall consist of a series of high resolution color audio-video DVD's showing all areas affected by construction.

Construction Requirements. All pertinent features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each DVD to help explain what is being viewed.

Basis of Payment. The pre-construction videotaping shall be completed and copies of the DVDs submitted to the Village for approval before commencing mobilization and/or construction activities. This work shall be paid for at the contract lump sum price for PRECONSTRUCTION VIDEO TAPING. No progress payments will be processed until the preconstruction video tape has been received and approved by the Village.

SP-28 TRAFFIC CONTROL AND PROTECTION

Description. This work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of these improvements.

All traffic control devices shall conform to the requirements of the Illinois Manual on Uniform Traffic Control Devices. Traffic Control Devices include: signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights,

arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.

The changeable message signs will meet the requirements of the IDOT standards and installed 1 week prior to any road closings. The message will be approved by the engineer.

The contractor shall secure a permit from the Illinois Department of Transportation to perform work in their right-of-way. The contractor shall provide whatever is required and pay any required expenses involved with getting any licenses and permits needed to perform the work.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover all traffic control devices that are inconsistent with detour or lane assignment patterns.

Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.

Any signs or barricades that are left in place overnight shall be equipped with flashing warning lights.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such device shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Saturdays, Sundays and holidays.

The Contractor shall also provide a list of three (3) persons who can be contacted on a twenty-four (24) hour basis to handle barricading or other problems relating to the construction activity. These emergency response persons shall be capable of responding within one (1) hour after notification by the Village. If there has been no response within one (1) hours after notification, the Village will respond at a cost of (\$400.00) dollars per hour (two (2) persons plus truck) with a minimum charge of two (2) hours plus materials.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

Delays to the Contractor caused by complying with these requirements will be included in the item for Traffic Control and Protection.

Due to some complexity to traffic during construction within the project corridor, the Owner may request the Contractor to divert traffic flow accordingly from time to time. The Contractor shall comply with these requests and consider the cost of this work in his bid price for this item.

Basis of Payment: This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full for all work mentioned above and for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, and remove all traffic control devices indicated in the plans and specifications. No additional compensation will be allowed.

Failure to comply with directions from the Engineer for correction of or changes to traffic control devices will result in an additional charge of \$500.00 per day. All these charges will be deducted from payments to the Contractor as "Traffic Control and Protection Deficiency Charge".

SP-29 CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS

Description. The Contractor will be required to furnish and place construction layout stakes for the project. The Contractor will be provided a digital copy of the plans. The Contractor shall provide field forces directed by a Registered Land Surveyor and establish the centerline of the project based upon the reference information provided in the plans, set all additional stakes for the project, including interchanges which are needed to establish offset stakes, reference points, slope stakes, pavement and curb line and grade, culverts, sewers and drainage structures, paved gutters, walls, monuments, fence, right-of-way lines, and any other horizontal or verticals controls, including supplementary benchmarks, necessary to secure a correct layout of the work. The Village has established benchmarks for the project that are shown on the plans. Stakes for the line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to plan line and grade.

The Contractor shall be responsible for having finished work that substantially conforms to the lines, grades, and elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Village Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades, and elevations of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks, and shall have them reset at his expense when any are damaged, lost, displaced, or removed. The Contractor shall use a Registered Surveyor or Engineer and competent personnel and suitable equipment for the layout of the work required. The Contractor shall not engage the services of any person or persons in the employ of the Village of Bensenville Public Works Department for the performance of any of the work covered by this item.

Special attention is drawn to the fact that the Contractor will be required to keep and provide to the Village record drawings of the improvement. The Contractor will be required to keep the as-built information recorded on the drawings. Standard dimensioning techniques are to be used. The information shall be clear and legible to the satisfaction of the Village Engineer. Lettering on the plans shall not be smaller than 1/10 of an inch in height.

The Contractor shall retain the services of a Registered Professional Engineer in Illinois who shall review the record drawings and then provide the signed and seal statement of opinion regarding the contents of the information included in the record drawings.

Basis of Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, STAKING, AND AS-BUILTS, which shall include all materials, equipment, and labor needed to establish, maintain and correct if necessary the lines and grades as described herein.

SP-30 COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

Description. This work shall consist of the removal and replacement of the existing PCC curb and gutter at the location shown on the plans. All PCC curb and gutter shall be removed and placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC and the details in the plans.

Construction Requirements. This work shall include all sawcutting, excavation, disposal of excess materials, PC concrete, aggregate base and PCC base course widening, if necessary, as outlined in the details in the plans.

Basis for Payment. This work will be paid for at the contract unit price per lineal foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, which price shall be payment in full for the work as specified herein.

SP-31 SIDEWALK REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of all existing sidewalk, and necessary earth excavation, as per the applicable portions of Section 440 of the IDOT Standard Specifications and as shown on the Plans or as directed by the Engineer.

The existing sidewalk shall be saw cut full depth along the existing contraction joints. If additional sidewalk is removed or damaged due to negligence on the part of the Contractor, the additional quantity of sidewalk removal and replacement will not be measured for payment and shall be done at the Contractor's expense.

Basis of Payment: This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL, which price shall be payment in full for furnishing all materials, labor and equipment necessary for the completion of this work including sawcutting.

SP-32 CONCRETE WASHOUT

Description. This work shall consist of providing labor, tools, equipment and materials necessary to design, install, maintain, clean out and remove a concrete washout area. The work shall be in accordance with the applicable portions of Section 280 – Temporary Erosion Control, of the Standard Specifications, the details shown in the plans, this special provision and the manufacturer's recommendations.

Responsibility. The review does not relieve the Contractor from compliance with the requirements of the drawings, specifications or this special provision. The review of the concrete washout submittal shall in no way be construed as creating any obligation on the part of the Engineer or reviewing agencies.

General Requirements. The Contractor shall provide an area for concrete trucks to wash out after completing delivery of materials to the site. The area shall be contained, not allowing any of the water used in the cleaning operation to leave the facility. The Contractor shall clean out and properly dispose of the water off site when the washout becomes 50% full.

Basis of Payment. This work will be paid for at the contract lump sum price for CONCRETE WASHOUT.

SP-33 DEWATERING / BYPASS PUMPING

Description. This work shall consist of providing labor, tools, equipment and materials necessary to dewater the related work areas of the project to relatively dry conditions and maintain suitable working conditions so that the modifications/improvements may be constructed in the dry.

Products. The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation and operation; as well as "means and methods" of performing the work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these specifications. All product(s), equipment and "means and methods" selected shall be adequate for the intended use/application. **At a minimum, the Contractor shall provide a non-erodible cofferdam and sump pit as shown on the plans.**

Responsibility. The review does not relieve the Contractor from compliance with the requirements of the drawings, specifications or this special provision. The review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the part of Engineer or reviewing agencies.

General Requirements. The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the Contractor. The Contractor shall ensure that downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or any other parts of the Work.

Measurement. Dewatering/bypass pumping will be measured as lump sum.

Basis of Payment. Payment for the work specified will be made at the contract lump sum price for DEWATERING / BYPASS PUMPING.

SP-34 CONNECTION TO BOX CULVERT, TYPE A

Description: This work shall consist of all labor, material and equipment required to connect the existing sewer laterals or install frames and lids to the proposed box culvert. Type A connections shall include coring into the side of the structure and connecting with an Inserta-Tee connector or approved equal. Type B connections shall include coring into the top of the box culvert, installing adjusting rings and reinstalling the existing frame and lid. The work will be done in accordance with the details and per the manufacturer's recommendation.

Basis of Payment: This work shall be paid for at the contract unit price per each CONNECTION TO BOX CULVERT, of the type specified, which price will include sewer removal, bedding, connector, mission coupling, adjusting rings, PVC pipe and backfill necessary to complete the work specified herein.

SP-35 PAVEMENT PATCH

Description: This work shall be performed in accordance with Section 442 of the Standard Specification with the following alterations. All pavement will be patched as detailed in the plans. The patches will not be quantified by type as indicated in the IDOT Standard Specifications. All bituminous materials and concrete shall be in accordance with Special Provisions "Portland Cement Concrete Items" and "Asphalt & Bituminous Items" included in Sections 1020 and 1030, respectively, of the IDOT Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for PAVEMENT PATCH, which price shall include all labor, equipment and material as shown in the details and as specified herein.

SP-36 SILT SCREEN

Description. This work shall consist of all labor, equipment and materials required to furnish and install a temporary silt screen as shown on the plans.

Basis of Payment. This work shall be paid for at the contract unit price per each SILT SCREEN, which price shall include all labor, equipment and materials to complete the work as specified herein.

SP-37 UNDERCUTTING FOR BOX CULVERT

Description: This work shall consist of the excavation and disposing of unsuitable material during construction of proposed box culvert and backfilling with compacted CA-7, CA-11 or CA-18. This work shall conform to all applicable portions of Section 202 of the IDOT Standard Specifications. The maximum undercut will be 12 inches. This work shall only be performed at the locations identified on the plans or designated by the Engineer.

The Contractor shall notify the Engineer before commencing the work in order to permit accurate measurements. Any undercut and backfill performed before measurements have been made will not be paid for. All unsuitable materials removed shall be disposed of off-site.

Basis of Payment. This work shall be measured for payment in accordance with Section 202.07 of the IDOT Standard Specifications. The volume will be computed by the average end areas method. This work shall be paid for at the contract unit price per cubic yard for UNDERCUTTING FOR BOX CULVERT, which price shall include all labor, materials and equipment to remove and dispose of existing unsuitable material, furnish and place geotextile fabric, and install the compacted CA-7, CA-11 or CA-18 material.

SP-38 REMOVE WOOD FENCE

Description. This work shall include all labor, equipment and materials required to remove wood fence as shown on the plans. All removed material shall be disposed of properly.

Basis of Payment. This work shall be paid for at the contract unit price per foot for REMOVE WOOD FENCE, which price shall include labor, equipment, and materials necessary to remove wood fence as shown on the plans.

SP-39 AGGREGATE BACKFILL (CA-11)

Description. This work shall consist of the furnishing, placing and compacting of a 2'-0" wide perimeter of AGGREGATE BACKFILL. Filter Fabric shall be placed from the top of the footing up to 9" from the ground surface or to the bottom of the subgrade below adjacent sidewalks.

Aggregate Backfill shall be gradation CA-11 and be in accordance with Section 1004 of the IDOT Standard Specifications. Filter Fabric shall be accordance with Sections 282 and 1080.03 of the IDOT Standard Specification. Filter fabric will not be paid for separately but shall be included in the cost of AGGREGATE BACKFILL.

Basis of Payment. This work shall be paid for at the contract unit price per TON for AGGREGATE BACKFILL. Said price shall include furnishing the CA-11, filter fabric, and all labor and equipment necessary to complete the work.

SP-40 WATER MAIN TO BE ADJUSTED

Description. This work shall consist of all labor, equipment and material required to adjust the water main as shown on the plans. This work shall include all removal of existing main.

Ductile iron pipe water main shall be Class 55 with push-on joints having a minimum wall thickness of 0.31 inches. Fittings shall be ductile iron reduced fittings with mechanical joints conforming to the requirements of ANSI/AWWA C-153, C-151/A21.10.

Contractor should be aware that there are locations of water mains that require a joint restraint device. These locations will be determined in the field by the Engineer. This mechanical joint restraint shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be MEGALUG as manufactured by EBAA Iron, Inc. or approved equal. Megalug will not be paid for separately but shall be considered included in the cost of ADJUSTING WATER MAIN 6".

Water main shall be laid with 5.5 foot minimum cover to the proposed finish grade unless shown otherwise on the Plans.

All ductile iron water main pipe and fittings shall be laid in a polyethylene encasement meeting the requirements of AWWA C-105.

All existing water mains and other facilities shall be kept in service during construction, except where permission is granted otherwise by the Owner. The Contractor shall provide 72 hour notice to the Village and Fire Department prior to this work.

Basis of Payment. This work shall be paid for at the contract unit price per foot for ADJUSTING WATER MAIN 6", which price shall include all labor, equipment and materials to complete the work as specified herein.

SP-41 REMOVE AND REPLACE SANITARY SEWER

Description. At all locations where an existing sanitary sewer crosses under the proposed box culvert, the existing sewer shall be removed and replaced with the same size PVC SDR 26 pipe as shown in the plans. The connection with the existing sewer shall be made with a “No-shear flex coupler” with two stainless steel bands. The main will be installed as shown on the details in the plans.

Basis of Payment. This work shall be paid for at the contract unit price per foot for REMOVE AND REPLACE SANITARY SEWER, of the material and diameter specified, which price shall include all connections to the existing structures and pipe. CASING PIPE FOR SANITARY SEWER will be paid for separately.

SP-42 CASING PIPE FOR SEWER OR WATER MAIN

Description: This work shall consist of installing the adjusted water main in a steel casing pipe at locations indicated on the plans or as designated by the Engineer. Minimum wall thickness for the steel casing pipe shall be 1/4 inch. Casing pipe shall be used when the utilities are installed under the box culvert.

Basis of Payment: The work shall conform to the details in the plans and the Water and Sewer Specifications. Payment shall be made at the contract unit price per foot installed of CASING PIPE FOR WATER MAIN or CASING PIPE FOR SANITARY SEWER, of the diameter specified, which price will include any spacers and trench backfill.

SP-43 STEEL PLATE BEAM GUARDRAIL

Description. This work shall include all labor, equipment and materials to install guardrail in accordance to Section 630 of the Standard Specifications. The installation of the guardrail will be in accordance with IDOT Standard 630001 except the center post will be connected to the box culvert as modified in the plans.

Basis of Payment. This work shall be paid for at the contract unit price per foot for STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS, which price shall include labor, equipment, and materials necessary to install as specified herein. The connection of the guardrail post to the box culvert will not be paid for separately, but shall be included in the cost of STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS.

SP-44 NATIVE PLANT SEED (OF MIX SPECIFIED)

Description. The permanent seeding includes the seeding of various seed mixes.

Permanent Seeding Schedule. Permanent seed installation shall be performed immediately in areas of bare soil after completion of grading. Seeding shall be performed prior to October 31st. Cover crop seed may be installed after these dates but must be mowed and bailed and reseeded with permanent matrix during approved time frame. Approval from the VILLAGE must be received for all planting dates.

Materials. All seed shall be healthy, and true to species and variety. All materials shall be provided by a certified nursery and shall be free of pests and disease. Materials shall meet the requirements of the following Articles of Section 1000 – Materials:

<u>Item</u>	<u>Article/Section</u>
Seeds	1081.04

The seed mixes shall be supplied in pounds of Pure Live Seed (PLS) for grass species. Native grass and forb seed species will be local genotype and will be from a radius of 150 miles from the site.

Proof of origin shall be presented to the VILLAGE or ENGINEER at the site prior to any plant installation. Seed will be specified as ‘weed free’ according to the Association of Official Seed Analysis: Rules for Testing Seeds, Journal of Seed Technology, 1991.

Equipment. Equipment shall meet the requirements of the following Articles of Section 1100 – Equipment:

<u>Item</u>	<u>Article/Section</u>
Hydraulic Seeder	1101.08(c)
Broadcast Seeders	1101.08(e)
Rangeland Type Drill Seeder	1101.08(g)

Seedbed Preparation. The CONTRACTOR is required to submit seedbed preparation material method in writing to the VILLAGE one week prior to commencement for approval.

Preparation may include application of herbicide applied by a licensed herbicide applicator to effectively control weed species without damaging desirable vegetation. The seedbed shall be free of weeds, and seeding shall occur no less than 14 days after herbicide application. Any herbicide needed to keep seedbed free of weeds shall be incidental to NATIVE PLANT SEED (LOW PROFILE MIX).

For bare earth seeding, CONTRACTOR shall remove clumps, stones, roots, and sticks prior to seedbed preparation activities. CONTRACTOR shall prepare the seedbed with a disk or unique rake (harrow) to reduce clod size to a maximum diameter of 1-inches and eliminate rivulets, gullies, crusting, and caking. The disk shall be in good condition with sound, unbroken blades and weighted as necessary to achieve a minimum 3-inch tillage depth.

Following disking of all bare earth seeding areas, CONTRACTOR shall prepare the seedbed further with a unique rake or harrow to reduce clod size and create a smooth and level seedbed. Working wet soils shall not be conducted. Following these seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of debris to promote good seed-soil contact.

Seeding Conditions. CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the VILLAGE and/or ENGINEER of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Seed shall not be sown until the seedbed has been approved by the VILLAGE and ENGINEER.

Seeding Methods. No seed shall be sown during high winds, rain events, or when the ground is not in a proper condition for seeding, nor shall seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements.

For the turf seeding area, all equipment shall be approved by the VILLAGE and/or ENGINEER prior to being used. Prior to starting work, seeders, trailers, and interseeders shall be cleaned (free of any previous seed, soil, or plant material, including tires), calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or interseeded.

For the native seeding areas, it is anticipated that seed will be broadcast on the by hand due to the limited size and accessibility. Following seeding, the surface will be raked by hand to incorporate the seed into the soil.

Seeding Mixtures. Native grass species must be local genotype and be from a radius of 150 miles from the site. The seeding mixtures shall be installed in locations designated on the plan and as directed by the VILLAGE and/or ENGINEER.

Low Profile Prairie Grass Seed Mix		
<u>Botanical Name</u>	<u>Common Name</u>	<u>PLS Ounces/Acre</u>
Temporary Cover:		
<i>Agrostis alba</i>	Redtop	52.00
<i>Avena sativa</i>	Seed Oats	360.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	Total	460.00
Permanent Grasses/Sedges/Rushes:		
<i>Andropogon scoparius</i>	Little Blue Stem	64
<i>Bouteloua curtipendula</i>	Side Oats Grama	32
<i>Bouteloua gracilis</i>	Blue Grama	32
<i>Buchloe dactyloides</i>	Buffalo Grass	32
<i>Festuca obtusa</i>	Nodding Fescue	16
<i>Juncus dudleyi</i>	Dudley's Rush	16
<i>Juncus interior</i>	Inland Rush	16
<i>Juncus tenuis</i>	Path Rush	16
<i>Koeleria cristata</i>	June Grass	32
	Total	256

The turf seed mix used shall be IDOT Class I or approved equal.

Species Substitutions. Prior to installation, the VILLAGE and/or ENGINEER shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by VILLAGE and/or ENGINEER during the pre-planting site meetings as specified below.

Notification & Documentation. CONTRACTOR shall notify VILLAGE and/or ENGINEER at least two working days prior to seed installation and indicate the seed installation method to be used. After completion of seeding, CONTRACTOR shall provide the VILLAGE and/or

ENGINEER with copies of all seed receipts and labels, notated with the date of seed installation, seed origin, % PLS, and conditions under which the seeding was performed.

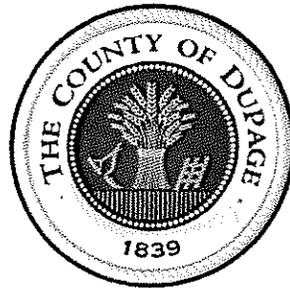
Basis of Payment. This work will be paid for at the contract unit price per square yard for NATIVE PLANT SEED (LOW PROFILE MIX), and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 100% of the contract unit price will be made following receipt of the documentation specified above (i.e., weekly annotated planting plan and packing slips) and that the planting was completed in accordance with these specifications as approved by VILLAGE and/or ENGINEER. Plant maintenance activities including irrigation and installation and removal of plant protection measures will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.

SP-45 CONCRETE END SECTION

Description. This work shall include labor, equipment and materials needed to install concrete end sections according to the details in the plans. Concrete end sections are shown as cast-in-place in the plans. The Contractor may use precast end sections so long as it does not result in delaying the project based on completion dates specified in the contract.

Basis of Payment. This work shall be paid for at the contract unit price for each CONCRETE END SECTION, which price shall include the quantity for concrete structures and reinforcement bars as noted in the plans. STRUCTURE EXCAVATION and AGGREGATE BACKFILL associated with end section installation will be paid for separately.

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 Labor.....Page 28
 - Labor Relations AgreementPage 29
 - Apprentice Policy Recognition FormPage 31
 - Section 3 FormsPage 32
 - Certified Payroll and Statement of Compliance.....Page 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

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

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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 telephones 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 D-17 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 its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation 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 of 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.

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 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

	Date
	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)

Project Name	Non-Profit Agency New Facility Construction	Project #	CD13-01
Project Address	1 Main Street, Town, IL 60000	Contract Amount	100,000
Contractor Name	Jones Construction Company	Type	<input type="checkbox"/> GC <input checked="" type="checkbox"/> Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>		Tom's General Contracting Company	
Address of Business	123 Main Street, Town, IL 60000		
Contact Person	Samuel Jones	Title	Owner/President
Telephone #	111-111-1111	Fax #	222-222-2222
Email Address	sam.jones@jonesco.com	FIN (IRS) #	12-3456789

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:	Samuel Jones / Owner/President	Signature:	<i>Samuel Jones</i>
Name/Title:	Jane Jones / Payroll Administrator	Signature:	<i>Jane Jones</i>

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)	CARP0555-005 (Building)
Group # (if applicable)	n/a
Hourly Wage Rate:	\$41.52
Hourly Fringe Benefits:	\$25.47
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$66.99

Job Classification # (for DuPage)	LABO0002-003
Group # (if applicable)	1
Hourly Wage Rate:	\$35.20
Hourly Fringe Benefits:	\$21.45
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$56.65

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

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

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

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

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

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

<i>Samuel Jones</i>	04/01/2013
Signature	Date
Samuel Jones	Owner/President
Print Name	Title

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____

Print Name _____ Title _____

APPRENTICESHIP POLICY RECOGNITION FORM

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

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

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

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

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

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

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

Apprentice/Trainee Name	Year/Level	Registered	Wage/hour

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

Signature	Date
Print Name	Title

DU PAGE COUNTY SECTION 3 INITIATIVE AND COMPLIANCE

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

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

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

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

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

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

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

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

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

SECTION 3 CLAUSE

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

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

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

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

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

Authorized Signature

Date

Print

Title

Name

Business Name

For CDC use only:
 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

For CDC use only:
 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
<i>Note:</i> 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 2015 Section 3 income limits listed below.

Persons in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$43,050	\$49,200	\$55,350	\$61,500	\$66,450	\$71,350	\$76,300	\$81,200

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

For CDC use only:
 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? Yes 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 2014 Section 3 income limits listed below.

Persons in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$43,050	\$49,200	\$55,350	\$61,500	\$66,450	\$71,350	\$76,300	\$81,200

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

For CDC use only:
 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

For CDC use only:
 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 <u>Section 3</u> New Hires	Number of <u>Section 3</u> 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 curser 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®.

U.S. Department of Labor
Wage and Hour Division

- SAMPLE - PAYROLL - SAMPLE -

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



U.S. Wage and Hour Division
Rev. Dec. 2008

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

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>	ADDRESS	OMB No.:
Jones Construction Company	123 Main Street, Town, IL 60000	1235-0008
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION
1 - initial	04/12/2013	Non-Profit Agency New Facility Construction, Town, IL
		PROJECT OR CONTRACT NO.
		CD13-01

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK							
							HOURS WORKED EACH DAY							FICA	WITH-HOLDING TAX	Union Dues	OTHER	TOTAL DEDUCTIONS	
							S	M	T	W	T		F						S
John Doe ###-##-1234 12 Any Street, Town, IL	2	CARPENTER JOURNEYMAN CARP0555-005	0 \$ 8.00 8.00 8.00 8.00 8.00	26.00	41.52 0.00	\$1,079.52	\$74.20	\$106.00	\$31.80		\$212.00	\$867.52							
John Doe ###-##-1234 12 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	0 \$ 7.00 7.00 7.00 7.00 7.00	14.00	35.20 0.00	\$492.80	\$34.50	\$49.28	\$13.55		\$97.33	\$395.47							
Thomas Terrific ###-##-5678 13 Any Street, Town, IL	1	CARPENTER APPRENTICE	0 \$ 8.00 8.00 8.00 8.00 8.00	14.00	30.50 0.00	\$427.00	\$29.89	\$64.05	\$12.81		\$106.75	\$320.25							
William Worker ###-##-9123 14 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	0 \$ 8.00 8.00 8.00 8.00 8.00	40.00	35.20 0.00	\$1,566.40	\$109.60	\$156.64	\$43.07		\$309.31	\$1,257.09							
James Smart ###-##-4567 15 Any Street, Town, IL	0	LABORER Group #1 LABO0002-003	0 \$ 8.00 8.00 8.00 8.00 8.00	40.00	35.20 21.45	\$2,266.00	\$158.62	\$453.20			\$611.82	\$1,654.18							
Samuel Jones ###-##-8912 16 Any Street, Town, IL	0	OWNER	0 \$ 8.00 8.00 8.00 8.00 8.00	16.00															

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

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20036.

SAMPLE

SAMPLE

Date 04/13/2013

I, Samuel Jones Owner / President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Jones Construction Company on the
(Contractor or Subcontractor)

Non-Profit Agency New Facility Construction; that during the payroll period commencing on the
(Building or Work)

7 day of April, 2013 and ending the 13 day of April, 2013.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Jones Construction Company from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

See Deductions column in this payroll

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

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

Table with 2 columns: EXCEPTION (CRAFT) and EXPLANATION. Row 1: James Smart - Laborer, Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate.

REMARKS

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

SAMPLE

SAMPLE

Federal Wage Decision

(will be provided to you for inclusion in the Bid Specification Manual at the time the Manual is approved by CDC staff)

Please be advised, the included federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at www.wdol.gov

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be "locked" at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

General Decision Number: IL160011 07/15/2016 IL11

Superseded General Decision Number: IL20150011

State: Illinois

Construction Types: Heavy and Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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	01/08/2016
1	03/11/2016
2	05/20/2016
3	06/03/2016
4	06/17/2016
5	07/01/2016
6	07/15/2016

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 06/01/2016

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 40.10	26.51

 CARP0790-004 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 40.10	26.51

 CARP0792-003 06/01/2015

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 43.00	21.92

 ELEC0009-002 06/01/2016

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 38.14	23.71
Lineman and Equipment		
Operator.....	\$ 48.90	30.40

 ELEC0117-001 06/01/2016

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.02	30.32

 ELEC0150-001 05/30/2016

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	32.24

 ELEC0176-011 06/01/2013

WILL COUNTY

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

 ELEC0196-001 02/28/2016

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.59	18.56+A
Groundman.....	\$ 31.39	15.49+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 48.59	21.18+A

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

 ELEC0364-003 06/01/2016

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	30.47

 * ELEC0461-006 05/30/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 48.63	26.63

 ELEC0701-001 06/01/2015

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 38.74	35.67

 ENGI0150-015 06/01/2016

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 44.65	34.40
Group 2.....	\$ 44.10	34.40
Group 3.....	\$ 42.80	34.40

Group 4.....	\$ 41.35	34.40
Group 5.....	\$ 39.90	34.40

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 06/01/2016

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.30	34.85
GROUP 2.....	\$ 46.75	34.85
GROUP 3.....	\$ 44.70	34.85
GROUP 4.....	\$ 43.30	34.85
GROUP 5.....	\$ 42.10	34.85

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 06/01/2016

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.33	26.30
GROUP 3.....	\$ 40.43	26.30
GROUP 4.....	\$ 40.55	26.30
GROUP 5.....	\$ 40.20	26.30

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 06/01/2016

DU PAGE COUNTY

	Rates	Fringes
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LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 41.20	26.30
16 - 20 lbs.....	\$ 41.70	26.30
21 - 26 lbs.....	\$ 42.20	26.30
27 - 33 lbs.....	\$ 43.20	26.30
34 lbs and over.....	\$ 44.20	26.30
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.33	25.20
GROUP 3.....	\$ 39.43	25.20
GROUP 4.....	\$ 39.55	25.20
GROUP 5.....	\$ 39.20	25.20

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0032-007 05/01/2016

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 34.75	28.28
Skilled Laborer.....	\$ 37.45	28.28

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

 LABO0075-002 06/01/2016

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 40.20	26.30

GROUP 2.....	\$ 40.55	26.30
GROUP 3.....	\$ 40.20	26.30
GROUP 4.....	\$ 40.55	26.30
GROUP 5.....	\$ 40.40	26.30
GROUP 6.....	\$ 40.55	26.30
GROUP 7.....	\$ 40.40	26.30

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

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

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

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

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

LABO0149-002 06/01/2016

BOONE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.43	26.30
GROUP 3.....	\$ 40.20	26.30
GROUP 4.....	\$ 40.20	26.30
GROUP 5.....	\$ 40.43	26.30
GROUP 6.....	\$ 40.55	26.30
GROUP 7.....	\$ 40.55	26.30
GROUP 8.....	\$ 40.20	26.30

GROUP 9.....\$ 40.40 26.30

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 06/01/2016

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.28	26.30
GROUP 3.....	\$ 40.20	26.30
GROUP 4.....	\$ 40.43	26.30
GROUP 5.....	\$ 40.40	26.30
GROUP 6.....	\$ 40.40	26.30

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; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apSCO; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

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

 PAIN0014-003 06/01/2016

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 44.55	26.08

 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 Turnpulls 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 Turnpulls 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

 * TEAM0330-002 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 vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

 * TEAM0673-003 06/01/2015

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

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

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

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is 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: FLUM0198-005 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.

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END OF GENERAL DECISION

General Decision Number: IL160020 06/17/2016 IL20

Superseded General Decision Number: IL20150020

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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	01/08/2016
1	05/06/2016
2	06/17/2016

* 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:.....	\$ 30.10	\$4.00+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 \$1,240.00 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 06/01/2016

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:.....	\$ 30.10	\$4.00+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; Sstraw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is \$1,240.00 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.

LABO0032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

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

LABO0362-003 05/01/2013

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

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

LABO0751-004 05/01/2012

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 33.16	20.66

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

LABO0996-004 05/01/2014

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 31.61	18.76

* TEAM0026-005 05/01/2016

MCLEAN (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) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.02	17.83
Group 2.....	\$ 35.54	17.83
Group 3.....	\$ 35.77	17.83
Group 4.....	\$ 36.10	17.83
Group 5.....	\$ 37.05	17.83

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those

pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

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

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

GROUP 4: Low Boy and Oil Distributors.

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

 * TEAM0179-004 06/01/2015

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 Aills; 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 05/01/2016

HENRY and ROCK ISLAND COUNTIES

Rates

Fringes

TRUCK DRIVER

Group 1.....	\$ 35.15	18.03
Group 2.....	\$ 35.64	18.03
Group 3.....	\$ 35.91	18.03
Group 4.....	\$ 36.21	18.03
Group 5.....	\$ 37.17	18.03

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.

 * TEAM0627-004 05/01/2016

PEORIA, TAZEWELL, and WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.02	17.83
Group 2.....	\$ 35.54	17.83
Group 3.....	\$ 35.77	17.83
Group 4.....	\$ 36.10	17.83
Group 5.....	\$ 37.05	17.83

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 Turnpulls 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

TEAM0722-005 05/01/2015

OGLE (North of Route 72/East of Route 251) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 34.10	17.09
Group 2.....	\$ 34.60	17.09
Group 3.....	\$ 34.82	17.09
Group 4.....	\$ 35.14	17.09
Group 5.....	\$ 36.06	17.09

CLASSIFICATIONS:

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

GROUP 2: 2 or 3 axles hualing 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 combiation 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.

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.

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

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

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END OF GENERAL DECISION