

**CITY OF BERWYN
COOK COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL**

FOR

**2015 C.D.B.G. SIDEWALK IMPROVEMENTS
HUD ACTIVITY NO. 556**

CITY OFFICIALS:

**ROBERT J. LOVERO, MAYOR
THOMAS J. PAVLIK, CITY CLERK**

Prepared By:

**FRANK NOVOTNY & ASSOCIATES, INC.
825 MIDWAY DRIVE
WILLOWBROOK, ILLINOIS 60527
Phone: 630/887-8640 Fax: 630/887-0132**

Project No. 15063

April 2015

PROPOSAL

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INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, that sealed bids will be received for the following improvement:

2015 C.D.B.G. Sidewalk Improvements HUD Activity No. 556

The proposed improvement consists of P.C. concrete sidewalk removal and replacement; P.C. concrete driveway removal and replacement; P.C. concrete alley pavement; combination concrete curb and gutter removal and replacement; utility patching; and all appurtenant construction at various locations throughout the City.

Said bids will be received up to the hour of **10:00 a.m. on the 24th day of April, 2015**, at the office of the **City Clerk**, in the **City of Berwyn, 6700 W. 26th Street, Berwyn, Illinois 60402**, and will be publicly opened and read at that time.

The bidding forms and documents are available at the office of **Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, (630) 887-8640**, upon payment of the sum of **Fifty Dollars (\$50.00)**, which is not refundable. The Engineer has been authorized to refuse to issue Plans, Specifications and Proposals to any person, firm, or corporation that he considers to be unqualified. Proposals must be submitted on the forms provided. No Proposals will be issued to bidders after **5:00 p.m. on the 23rd day of April, 2015**. All Proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City in the amount of not less than **five percent (5%)** of the total amount of the Proposal as a guarantee that if the Proposal is accepted, a Contract will be entered into and the performance of the Contract is properly secured.

No bid shall be withdrawn after the opening of the Proposals without the consent of the **Mayor and City Council** of the **City of Berwyn** for a period of **forty-five (45)** days after the scheduled time of closing bids.

The bidder is specifically advised that the City is a recipient of a grant made pursuant to the Housing and Community Development Act of 1974 as amended. Further, in compliance with the Stevens Amendment to the Department of Defense Appropriation Act of 1989, the estimated percentage of the total cost of this project to be funded with federal dollars is **one hundred percent (100%)** and the exact dollar amount of federal funds which will be set aside for this project will be based on the Contract amount awarded under this offering.

APPLICABLE FEDERAL REQUIREMENTS

All laborers and mechanics employed by Contractor or Subcontractor(s) on construction work for this project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) and the Contractor and Subcontractor shall comply with all regulations issued pursuant to these Acts and other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the authority and functions set forth in Reorganization Plan Number 14 of 1950 (5 U.S.C. 113z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

All Contracts and Subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

INVITATION FOR BIDS, Continued

Contracts shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Each bidder is required to comply with Equal Employment Opportunity for Community Development Block Grants, a copy of which is on file with the City Clerk and is available for inspection.

Compliance with "Section 3", which calls for affirmative action by the Contractor to train and/or hire lower income residents of the project area and to Subcontract with local small businesses, is required on this Project.

An explanation of the applicable Federal requirements previously mentioned is provided in the Special Provisions section of the Bid Specifications.

The successful bidder for the construction of the improvement will be required to file a Performance Bond equal to one hundred percent (100%) of the bid, with sureties to be approved by the Mayor and City Council, which Performance Bonds shall be conditioned upon proper and faithful performance by the Contractor of the work specified in accordance with the Plans and Specification therefore, according to the time and terms and conditions of the Contract; and also that the bidder and Contractor shall properly pay all debts incurred by the Contractor in the execution of the work, including those for labor and materials furnished.

The Contractor shall be required to furnish sufficient insurance or guaranty of indemnity to the City of Berwyn, Illinois, against any and all claims which might arise for damages to persons or property due to the negligence of the Contractor or Subcontractors, or their officers, agents, employees or servants, during the construction of said improvement and until the said improvement has been finally accepted as complete by the Mayor and City Council of the City of Berwyn.

The right to reject any and all Proposals or bids is reserved.

Dated at Berwyn, Illinois, this 30th day of March, 2015.

**Mayor and City Council
City of Berwyn**

By: Robert J. Lovero
Mayor

ATTEST: Thomas J. Pavlik
City Clerk

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SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with Article 102.01 of the "Standard Specifications" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

AFFIDAVIT

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

X WAIVER OF BIDDER PREQUALIFICATION

The provisions of Article 102.01 are not applicable to this Proposal.

X "STATEMENT OF EXPERIENCE" REQUIREMENT

Bidders who have not previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of all projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

*** SPECIAL PROVISION ***

SUBMITTING BID DOCUMENTS

Some of the documents included in this booklet include the inscription "**Return with Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications", and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned, including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, Frank Novotny & Associates, will be accepted at the bid opening.

SPECIAL PROVISION

CONTRACTOR AND SUBCONTRACTOR, SUBSTANCE ABUSE PREVENTION POLICY

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

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter (sample format follows) certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is included in this document in Section "D" and must be completed by the Contractor and each Subcontractor to this Contract.

Sample Cover Letter

Date

(Name and address of public body)

Re: **Substance Abuse Prevention Program**

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

(complete either A or B below)

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

SPECIAL PROVISION

AWARD CRITERIA AND REJECTION OF BIDS

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the municipality in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The municipality reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

*** SPECIAL PROVISIONS ***

The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation, dated January 1, 2012, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said Specifications, said Special Provisions shall take precedence and shall govern.

DEFINITIONS: The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

Owner - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

Engineer - Shall mean Frank Novotny & Associates, Inc., their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

Project - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

PREFERENCE IN EMPLOYMENT: No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

LAWS TO BE OBSERVED: The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS: By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract, including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

PROJECT ENGINEER: The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, 630/887-8640.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;

- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

EXECUTION OF CONTRACT: The Contract shall be executed by the successful bidder and returned together with the Contract Bond within seven (7) days after the Contract has been mailed to the bidder.

FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to execute the Contract and file acceptable Bonds within seven (7) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

NOTICE TO PROCEED: Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have ten (10) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

CONTRACTOR PAYMENTS: The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for

the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

GUARANTEE OF WORK: Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment

supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

EXISTING UTILITIES: Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of NiCor, SBC, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done "**BY OTHERS**". All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

UTILITY REPAIR: Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one week's time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and

what can be deferred for a week's time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

PUBLIC NOTIFICATION: When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

PROJECT SAFETY: The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of American as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer

will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

SHOP DRAWINGS: Shop drawings shall be submitted for metal fabrication items such as bridges, meter vaults, etc. All shop drawings shall be approved by the Contractor prior to submittal to the Engineer for review. The Engineer shall not approve the shop drawings; it shall be the Contractor's responsibility to provide the necessary labor and material to comply with the Contract provisions.

INSPECTION OF MATERIALS: All hot-mix asphalt and 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 is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

INCIDENTAL CONSTRUCTION: Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

PROFESSIONAL LANDSCAPE REQUIREMENT: The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

BIDDER CERTIFICATIONS REQUIREMENT: All bidders submitting a Proposal for this Contract are required to complete the following certifications that are enclosed in this document following the Proposal. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.

- b) The Contractor must also execute certification pursuant to 65 ILCS 5/11-42.1-1, in which the Contractor certifies that it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must execute a certification pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act") and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must execute a certification pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must execute a certification ("Substance Abuse Prevention Program Certification) pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.

USE OF MUNICIPAL WATER: A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default. All work shall be completed by June 12, 2015.

(SAMPLE)

CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2015, between the City of Berwyn, acting by and through the Mayor and City Council, as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny And Associates, Inc., and designated as *2015 CDBG Sidewalk Improvements* are all essential documents of this Contract, and are a part hereto.

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

Party of the First Part

ATTEST:

The City of Berwyn

By _____

Thomas J. Pavlik, Clerk

Title Robert J. Lovero, Mayor

(S E A L)

Party of the Second Part

(If a Corporation)

Corporate Name _____

By _____

President

(If a Co-Partnership)

Secretary
(Corporate Seal)

(SEAL)

(SEAL)

Partners doing Business under the name
of _____

(If an Individual)

(SEAL)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
COUNTY OF _____) SS

City # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the Owner.

The undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof
is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State
of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on
the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be
furnished at any time hereafter by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____
this _____ day of _____, 2015.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership
name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF _____) SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
_____ of the _____

who is the Contractor of the _____ work on the
building located at _____
owned by _____

That the total amount of the Contract including extras is \$ _____ of which he has received payment of \$ _____ prior to
this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or
equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor
or both for said work and all parties having Contracts or Subcontracts for specific portions of said work or for material entering into
the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for
materials, labor or other work of any kind done or to be done upon or in connection with said work other than above
stated.

Signed this _____ day of _____, 2015.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2015.

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE

Description: This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, Frank Novotny & Associates, Inc. and its agents and employees, and the Engineer's Consultants and their respective agents and employees, and the County of Cook, its officials, agents, employees, and volunteers, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or Frank Novotny & Associates, Inc. and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. Frank Novotny & Associates, Inc. is intended to be a third party beneficiary under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and Frank Novotny & Associates, Inc. and its agents and employees as herein provided.

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Insurance

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

Please take note that all of the insurance noted below is required. For example, the OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below. Also, a **separate OCP policy naming the OWNER & FRANK NOVOTNY & ASSOCIATES, INC. as the "NAMED INSUREDS"** must also be obtained as outlined under Part 2 below, and all insurance noted under Parts 3, 4 and 5 below must be provided, unless specifically deleted for this project.

A. **Minimum Limits of Insurance**

Contractor and his Subcontractors shall maintain limits of no less than:

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

1. Contractors- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Owners and Engineers- Contractors Protective Liability: An OCP Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability. The OWNER and FRANK NOVOTNY & ASSOCIATES, INC. will be the named insureds on this OCP Policy. There will be NO deductible or self-insured retention amount due on this OCP policy.

The coverage afforded by this OCP policy shall be primary and at no time shall any endorsements, additional forms, or riders be attached that would modify or limit said coverage.

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
4. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER, FRANK NOVOTNY & ASSOCIATES, INC., and the COUNTY OF COOK.

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

5. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

Insurance under Parts 6, 7 and 8 below will be required if indicated by an "X".

- _____ 6. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
- _____ 7. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.
- _____ 8. Supplemental Insurance Coverage: Should the project require "supplemental" insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

Note: If "Contractor's Pollution Liability Insurance" is required as indicated above, both the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. shall be named as "Additional Insureds" on a Primary Non-Contributory basis on that policy.

B. Contractor's Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor's responsibility to insure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, "Return Receipt Requested".

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. OCP Policy:

Contractor shall furnish the Owner and the Engineer with an "**Insurance Binder**" evidencing that the aforementioned coverage is bound by the Company to protect the Owner and the Engineer. This Insurance Binder shall be on the standard form provided by the insurance company or agent and is to be received and approved by the Owner and Engineer **before any work commences**.

When issued, the original OCP POLICY shall be sent directly to the office of the Engineer, Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, IL, 60527. No manuscript policies will be allowed.

3. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binder by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

*** SPECIAL PROVISION ***

INSURANCE PROVISIONS – COMPLETE, Cont'd.

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

Basis of Payment: This item shall be paid for at the Contract lump sum price for **INSURANCE PROVISIONS – COMPLETE**, which price shall be payment in full for providing all insurance as noted herein, including the cost of the OCP policy.

Payment will be made on the basis of the ratio of the total amount of work completed to date to the total value of the work required to be performed. **All insurance, including the OCP Policy, shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications.**

Payment will not be made under this item if the actual OCP policy contains any riders, endorsements, or additional forms which limit or modify the coverage required herein. **Failure to procure all required insurance coverage shall be considered a breach of Contract.**

ACORD Date (MM/DD/YY)

“SAMPLE”

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER <p style="text-align: center; font-size: 1.2em;">FULLY COMPLETED</p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p style="text-align: center; font-weight: bold; margin: 0;">INSURERS AFFORDING COVERAGE</p> <table style="width: 100%; border-collapse: collapse; margin: 0;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Insurer A:</td> <td style="border-bottom: 1px solid black;">Name of Insurance Company</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Insurer B:</td> <td style="border-bottom: 1px solid black;">Name of Insurance Company</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Insurer C:</td> <td style="border-bottom: 1px solid black;">Name of Insurance Company</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Insurer D:</td> <td style="border-bottom: 1px solid black;">Name of Insurance Company</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Insurer E:</td> <td style="border-bottom: 1px solid black;">Name of Insurance Company</td> </tr> </table>	Insurer A:	Name of Insurance Company	Insurer B:	Name of Insurance Company	Insurer C:	Name of Insurance Company	Insurer D:	Name of Insurance Company	Insurer E:	Name of Insurance Company
Insurer A:	Name of Insurance Company										
Insurer B:	Name of Insurance Company										
Insurer C:	Name of Insurance Company										
Insurer D:	Name of Insurance Company										
Insurer E:	Name of Insurance Company										

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE Date (MM/DD/YY)	POLICY EXPIRATION Date (MM/DD/YY)																	
	GENERAL LIABILITY CG0001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000</td></tr> <tr><td>PRODUCT-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	MED EXP (Any one person)	\$ 10	PERSONAL & ADV INJURY	\$ 1,000	GENERAL AGGREGATE	\$ 2,000	PRODUCT-COMP/OP AGG	\$ 2,000				
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PERSONAL & ADV INJURY	\$ 1,000																				
GENERAL AGGREGATE	\$ 2,000																				
PRODUCT-COMP/OP AGG	\$ 2,000																				
	AUTOMOBILE LIABILITY CA0001 <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$								
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BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width: 100%; border-collapse: collapse;"> <tr><td>AUTO ONLY-EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr> <td style="border-right: 1px solid black;">OTHER THAN AUTO ONLY:</td> <td style="border-right: 1px solid black;">EA ACC</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="border-right: 1px solid black;"></td> <td style="border-right: 1px solid black;">AGG</td> <td style="text-align: right;">\$</td> </tr> </table>	AUTO ONLY-EA ACCIDENT	\$	OTHER THAN AUTO ONLY:	EA ACC	\$		AGG	\$								
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OTHER THAN AUTO ONLY:	EA ACC	\$																			
	AGG	\$																			
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 2,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000	AGGREGATE	\$ 2,000		\$										
EACH OCCURRENCE	\$ 2,000																				
AGGREGATE	\$ 2,000																				
	\$																				
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-right: 1px solid black;"><input checked="" type="checkbox"/></td> <td style="border-right: 1px solid black;">WC STATUTORY LIMITS</td> <td style="border-right: 1px solid black;">OTHER</td> <td style="text-align: right;"></td> </tr> <tr><td>EACH ACCIDENT</td><td colspan="2"></td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>DISEASE-POLICY LIMIT</td><td colspan="2"></td><td style="text-align: right;">\$ 1,000</td></tr> <tr><td>DISEASE-EA EMPLOYEE</td><td colspan="2"></td><td style="text-align: right;">\$ 1,000</td></tr> </table>	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	OTHER		EACH ACCIDENT			\$ 1,000	DISEASE-POLICY LIMIT			\$ 1,000	DISEASE-EA EMPLOYEE			\$ 1,000
<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	OTHER																			
EACH ACCIDENT			\$ 1,000																		
DISEASE-POLICY LIMIT			\$ 1,000																		
DISEASE-EA EMPLOYEE			\$ 1,000																		
	OTHER																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

OWNER: CITY OF BERWYN PROJECT DESCRIPTION: 2015 CDBG Sidewalk Improvements – Berwyn – HUD No. 556
 “Certificate Holders” are “Additional Insureds” on a Primary Non-Contributory Basis with respect to the General Liability only.
 “Waiver of Subrogation” is provided on the Workers’ Compensation coverage in favor of the CERTIFICATE HOLDER(S).
 No endorsements or additional forms shall modify or limit the coverage provided to the “ADDITIONAL” INSURED(S).

CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:	CANCELLATION
OWNER (Including its officials, employees and volunteers), FRANK NOVOTNY & ASSOCIATES, INC. (Including its agents and employees), and COUNTY OF COOK (Including its agents and employees)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____ <p style="text-align: right;">Authorized Signature</p>



"SAMPLE"

INSURANCE BINDER

Date (MM/DD/YYYY)

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Phone (A/C. No. Ext) _____ FAX (A/C. No. Ext) _____ CODE: _____ SUB CODE: _____ AGENCY CUSTOMER NO. _____ INSURED <p align="center">OWNER and FRANK NOVOTNY & ASSOCIATES, Inc.</p>	COMPANY _____ BINDER _____ EFFECTIVE DATE _____ TIME _____ AM/PM _____ EXPIRATION DATE _____ TIME _____ AM/PM _____ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # _____ DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <p align="center">CITY OF BERWYN 2015 CDBG Sidewalk Improvements – HUD NO. 556 PROJECT NO. 15063</p>
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COVERAGES	LIMITS	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC _____		
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE (OCP) RETRO DATE FOR CLAIMS MADE _____	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PROJECTS – COMP/OP AGGR COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY MOTORIST UNINSURED MOTORIST	\$ 1,000,000 \$ \$ \$ \$ 2,000,000 \$ \$ \$ \$ \$ \$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO		
VEHICLE PHYSICAL DAMAGE DED _____ <input type="checkbox"/> COLLISION _____ <input type="checkbox"/> OTHER THAN COL _____ <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT	\$ \$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ RETRO DATE FOR CLAIMS MADE _____	AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS	\$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES	FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$

NAME & ADDRESS OWNER (Including its officials, employees and volunteers) and FRANK NOVOTNY & ASSOCIATES, INC. (Including its agents and employees)	ADDITIONAL INSURED MORTGAGEE LOSS PAYEE _____ LOAN # _____ AUTHORIZED REPRESENTATIVE _____
--	--

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

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

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CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

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CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS
For the April 24 and June 12, 2015 Letting

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

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug 1, 2013
80241	6	Bridge Demolition Debris	July 1, 2009	
50261	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80310	11	Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341	12	Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198	13	Completion Date (via calendar day)	Aug. 1, 2008	
80199	14	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293	15	Concrete Box Culverts with Skews > 30 Degrees and Design Fills 5 Feet	April 1, 2012	April 1, 2015
80294	16	Concrete Box Culverts with Skews 30 Degrees Regardless of	April 1, 2012	
80311	17	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	18	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	19	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
90261	20	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	21	Contract Claims	April 1, 2014	
* 80029	22	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
* 80358	23	Equal Employment Opportunity	April 1, 2015	
80265	24	Friction Aggregate	Jan. 1 2011	Nov. 1, 2014
80229	25	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329	26	Glare Screen	Jan. 1, 2014	
80304	27	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	28	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80233	29	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	30	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
* 80347	31	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling	Nov. 1, 2014	April 1, 2015
80348	32	Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315	33	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351	34	Light Tower	Jan. 1, 2015	
80336	35	Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324	36	LRFP Pipe Culver Burial Tables	Nov. 1, 2013	April 1, 2015
* 80325	37	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045	38	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	39	Mechanical Side Tie Nar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165	40	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337	41	Paved Shoulder Removal	April 1, 2014	
80349	42	Pavement Marking Blackout Tape	Nov. 1, 2014	
80298	43	Pavement Marking Tape Type IV	April 1, 2012	

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80254	44	Pavement Patching	Jan. 1, 2010	
80352	45	Pavement Striping – Symbols	Jan. 1, 2015	
* 80359	46	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
* 80353	47	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338	48	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	49	Precast Concrete Handhole	Aug. 1, 2014	
80300	50	Preformed Plastic Pavement Marking Type D – Inlaid	April 1, 2012	
80328	51	X Progress Payments	Nov. 2, 2013	
34261	52	Railroad Protective Liability Insurance	Dec. 1, 1986	
80157	53	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	54	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	
80350	55	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	56	Reinforcement Bars	Nov. 1, 2013	
80344	57	Rigid Metal Conduit	Aug. 1, 2014	
* 80354	58	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340	59	Speed Display Trailer	April 2, 2014	
80127	60	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317	61	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355	62	Temporary Concrete Barrier	Jan. 1, 2015	
80301	63	Tracking the Use of Pesticides	Aug. 1, 2012	
80356	64	Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	65	Training Special Provisions	Oct. 15, 1975	
80318	66	Traversable Pipe Grate	Jan. 1, 2014	April 1, 2014
* 80345	67	Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357	68	Urban Half Road Closure with Mountable Median	Jan. 1, 2015	
* 80346	69	Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	70	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	71	Weekly DBE Trucking Reports	June 2, 2012	
80289	72	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	73	Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01 (b) and 1004.02(f)	April 1, 2012	April 1, 2014
80303	Granular Materials	Articles 1003.04(c), and 1004.05(c)	Nov. 2, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS#1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
89326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS#31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80219	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 2, 2014	

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

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

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2012

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030 05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores..

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test
- b. Unconfined Edge.. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location "

Revise the Density Control Limits table in Article 1030 05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0 %	90.0 %
IL-9.5, IL-9.5L, IL 12.5	Ndesign < 90	92.5 – 97.4 %	90.0 %
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0 %
IL-9.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4 %	90.0 %
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0 %
All Other	Ndesign = 30	93.0 – 97.4 %	90.0 %

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

80328

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
PARTIAL PAYMENTS

Effective: January 1, 2007

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

"The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her 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 of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments."

*** SPECIAL PROVISION ***

GENERAL

Scope of Work: This work consists of sidewalk removal and replacement, driveway removal and replacement, combination concrete curb and gutter removal and replacement, and utility patching at various locations throughout the City. The utility patches are a result of water main breaks, pavement failures, and other maintenance related repairs. A portion of the sidewalk removal and replacement is within the low to moderate income census tracts throughout the City.

Execution and Prosecution of the Contract: Due to the size and nature of this Contract, the following amendment will be made to the execution and prosecution of the Contract, as found in the Standard Specifications:

1. The Contract is anticipated to be awarded on April 28, 2015, at the regularly scheduled City Council meeting.
2. The Contractor shall execute the Contract and furnish the Contract Bond and required Insurance within seven (7) calendar days of receipt of the Contract.
3. The Contractor will start work within seven (7) calendar days of receipt of the Notice to Proceed.

Pre-Construction and Public Information Meetings: A pre-construction meeting will be held with the Contractor after the award of the Contract to further discuss the scope of work and the project schedule. At that time, a start date, which will be mutually agreed upon by the City of Berwyn, the Contractor, and the Engineer, will be determined.

Overall Completion Dates: The overall completion date is June 12, 2015, which includes the completion of all work as specified in the Contract, including punchlist items. All final CDBG documentation needs to be submitted to the Engineer by June 19, 2015.

Extension of Time: When a completion date is specified, it is understood that time is of the essence and that completion of the work by that date is an essential part of the Contract. If a delay should occur due to unforeseen causes, as specified in Article 108.08(b), the time of completion shall be extended by an amount determined to be equitable by the City and the Engineer.

Failure to Complete the Work on Time: Since time is of the essence and the City wishes for the project to move very consistently, liquidated damages will be pursued for overall completion dates. The Contractor shall be liable for liquidated damages for each day of overrun on overall completion dates. Liquidated damages will be processed in accordance with the applicable portions of Article 108.09 of the Standard Specifications, except as modified herein.

SCHEDULE OF DEDUCTIONS FOR EACH DAY OF OVERRUN

OVERALL CONTRACT DEADLINE \$2,500.00/CAL. DAY

*** SPECIAL PROVISION ***

GENERAL, Cont'd.

Since completion dates are specified herein, the daily charge shall be made for every day shown on the calendar beyond the completion date specified for overall completion dates. The City will deduct these liquidated damages from monies due, or to become due, to the Contractor from the City.

Standard Specifications: The work under this Contract shall be done in accordance with the applicable portions of the Standard Specifications and as follows:

Saw Cutting: When removing existing sidewalks, pavements, and/or curb and gutter, the Contractor will be required to saw cut the limits of removal with a concrete sawing machine in such a manner that a straight joint will be secured and the surface of the sidewalk, pavement, or curb and gutter to be left in place will not chip or spall when the concrete is broken out.

Backfilling: The Contractor will be required to backfill adjacent portions of parkways, gravel or crushed stone driveways, or asphalt driveways, or pavements disturbed during construction with materials equal to those removed. This work shall be considered incidental to the Contract except that topsoil placement, seeding, sodding, and incidental bituminous surfacing will be payable under their respective pay items within the limits of restoration.

Limits of Restoration: The limit of landscaping restoration shall be six inches (6") on each side of the sidewalk or pavement, and one foot (1') on each side of the curb and gutter, unless otherwise directed by the Engineer. The limit for bituminous pavement removal and replacement shall be one foot (1') from the edge of pavement or the edge of sidewalk, unless otherwise directed by the Engineer. Any areas disturbed beyond these limits shall be restored to the satisfaction of the Engineer or the City's representative at the Contractor's expense.

Contractor's Stamp: The Contractor will be required to mark each new section of sidewalk with an imprint showing the Contractor's name and the year in which the work was done.

Incidental Construction: No extra compensation for saw cutting joints, backfilling, or marking as described above will be allowed. This work shall be considered incidental to the Contract.

Barricades: Wherever work is done under this project, barricades with lights shall be placed to protect pedestrian traffic. Barricades shall be Type I with Type A lights in accordance with Section 1106.02 of the Standard Specifications.

Depressing Curb at Main Walk: Wherever sidewalk is to be removed and replaced at its intersection with the street or alley curb, the curb and gutter shall also be removed and replaced with a depressed curb to provide for handicap ramps. Payment for removal and replacement of combination concrete curb and gutter shall be made at the price as bid.

Earth Excavation: At locations where existing grass, stone or asphalt are required to be removed in order to install new sidewalk or driveway pavement, earth excavation will be required to obtain proper elevation of the subgrade, and to accommodate the required thickness of the proposed pavement. This work will be incidental to the new pavements being constructed.

*** SPECIAL PROVISION ***

GENERAL, Cont'd.

Sequence of Work: The Contractor will be provided two (2) separate lists of locations, which indicate the addresses where work is to be performed. List #1 follows this page and contains the majority of the scheduled work. List #2 will be given to the Contractor at the Preconstruction Meeting, and will contain the balance of the scheduled work. Every effort will be made to coordinate the work to provide the least amount of moving time, but the Contractor may be required to backtrack at times.

LOCATION LIST

<u>ADDRESS</u>	<u>STREET</u>	<u>NO. OF SQUARES</u>
1801	Maple Ave	4
1906	Maple Ave	7
1915	Maple Ave	2
2920	Maple Ave	3
2931	Maple Ave	8
2945	Maple Ave	2
3130	Maple Ave	2
3206	Maple Ave	5
3247	Maple Ave	9
1512	Wisconsin Ave	4
1942	Wisconsin Ave	3
2814	Wisconsin Ave	2
2847	Wisconsin Ave	1
2922	Wisconsin Ave	2
3243	Wisconsin Ave	1
3740	Wisconsin Ave	1
3805	Wisconsin Ave	1
3827	Wisconsin Ave	2
1409	Wenonah Ave	1
1502	Wenonah Ave	3
1618	Wenonah Ave	4
1816	Wenonah Ave	1
2830	Wenonah Ave	1
2850	Wenonah Ave	7
2847	Wenonah Ave	2
3322	Wenonah Ave	10
3416	Wenonah Ave	5
3512	Wenonah Ave	2
3525	Wenonah Ave	2
3735	Wenonah Ave	1
3737	Wenonah Ave	4
1228	Home Ave	1
1305	Home Ave	
1430	Home Ave	5
1447	Home Ave	6
1633	Home Ave	1
1822	Home Ave	6
1925	Home Ave	4
1930	Home Ave	5
2125	Home Ave	7

2133	Home Ave	3
2625	Home Ave	1
3108	Home Ave	2
3715	Home Ave	1
2118	Clinton Ave	3
2246	Clinton Ave	2
2314	Clinton Ave	6
2625	Clinton Ave	3
2702	Clinton Ave	4
2712	Clinton Ave	3
3116	Clinton Ave	6
3124	Clinton Ave	2
3319	Clinton Ave	10
3331	Clinton Ave	1
3521	Clinton Ave	1
3523	Clinton Ave	3
3536	Clinton Ave	4
3719	Clinton Ave	3
3726	Clinton Ave	3
3815	Clinton Ave	3
1347	Kenilworth Ave	4
1632	Kenilworth Ave	7
2510	Kenilworth Ave	2
2726	Kenilworth Ave	1
2900	Kenilworth Ave	3
3627	Kenilworth Ave	8
3713	Kenilworth Ave	8
3802	Kenilworth Ave	2
2219	Grove Ave	2
2446	Grove Ave	
2501	Grove Ave	8
2543	Grove Ave	3
2615	Grove Ave	1
2630	Grove Ave	1
2639	Grove Ave	1
3520	Grove Ave	2
3708	Grove Ave	6
1233	Oak Park Ave	3
1838	Oak Park Ave	5
3249	Oak Park Ave	84
3625	Oak Park Ave	6
3803	Oak Park Ave	4

1321	Euclid Ave	2
2122	Euclid Ave	1
2303	Euclid Ave	2
2313	Euclid Ave	3
2333	Euclid Ave	6
2405	Euclid Ave	1
2447	Euclid Ave	5
2634	Euclid Ave	4
2723	Euclid Ave	2
3820	Euclid Ave	6
1630	Wesley Ave	5
1930	Wesley Ave	1
2242	Wesley Ave	1
2616	Wesley Ave	4
2707	Wesley Ave	2
3021	Wesley Ave	3
3118	Wesley Ave	3
3231	Wesley Ave	4
3440	Wesley Ave	1
3448	Wesley Ave	3
3531	Wesley Ave	1
3615	Wesley Ave	4
1812	Clarence Ave	1
1924	Clarence Ave	2
1932	Clarence Ave	3
2337	Clarence Ave	1
2348	Clarence Ave	3
2413	Clarence Ave	2
2431	Clarence Ave	3
3301	Clarence Ave	2
3611	Clarence Ave	1
3616	Clarence Ave	3
3630	Clarence Ave	5
1406	East Ave	1
2341	East Ave	1
2406	East Ave	5
2408	East Ave	5
2512	East Ave	1
2746	East Ave	4
3220	East Ave	9
3523	East Ave	2
3546	East Ave	1
3836	East Ave	9

1401	Scoville Ave	6
1843	Scoville Ave	1
2100	Scoville Ave	2
2429	Scoville Ave	5
3112	Scoville Ave	1
1824	Gunderson Ave	2
1846	Gunderson Ave	2
2313	Gunderson Ave	3
2524	Gunderson Ave	1
3621	Gunderson Ave	1
3800	Gunderson Ave	2
3812	Gunderson Ave	2
3836	Gunderson Ave	11
1426	Elmwood Ave	3
1507	Elmwood Ave	2
1523	Elmwood Ave	3
1819	Elmwood Ave	2
1831	Elmwood Ave	1
2307	Elmwood Ave	3
3706	Elmwood Ave	3
1411	Ridgeland Ave	3
1421	Ridgeland Ave	5
1439	Ridgeland Ave	1
1508	Ridgeland Ave	2
1521	Ridgeland Ave	2
1523	Ridgeland Ave	1
2841	Ridgeland Ave	2
3422	Ridgeland Ave	3
3633	Ridgeland Ave	1
3716	Ridgeland Ave	3
3728	Ridgeland Ave	1
3743	Ridgeland Ave	1
3812	Ridgeland Ave	1
3829	Ridgeland Ave	2
1637	Cuyler Ave	1
1940	Cuyler Ave	6
2247	Cuyler Ave	12
2334	Cuyler Ave	1
2437	Cuyler Ave	2
3243	Cuyler Ave	7
3305	Cuyler Ave	2
3421	Cuyler Ave	3

3521	Cuyler Ave	6
3615	Cuyler Ave	4
3805	Cuyler Ave	3
3823	Cuyler Ave	8
3831	Cuyler Ave	8
1404	Highland Ave	1
1423	Highland Ave	1
1546	Highland Ave	2
2207	Highland Ave	2
2511	Highland Ave	3
3238	Highland Ave	7
3834	Highland Ave	1
1811	Harvey Ave	2
2221	Harvey Ave	1
2330	Harvey Ave	2
2401	Harvey Ave	1
2429	Harvey Ave	1
2532	Harvey Ave	2
3402	Harvey Ave	17
3623	Harvey Ave	2
3830	Harvey Ave	1
3836	Harvey Ave	6
3844	Harvey Ave	3
3746	Lombard Ave	5
7034	16th St	1
7117	16th St	6
6246	Cermak Rd	1
6947	Cermak Rd	4
6901	Riverside Dr	23
6919	Riverside Dr	3
6427	26th St	4
6443	26th St	1
6517	26th St	1
6534	26th St	4
6826	26th St	2
6734	26th St	6
6508	27th St	8
6446	28th St	1

6453	28th St	1
7124	28th St	10
7020	29th St	2
7023	29th Pl	1
7027	29th Pl	1
7031	29th Pl	4
6825	30th Pl	1
6857	30th Pl	6
6618	31st St	17
6901	31st St	
6324	33rd St	12
6401	33rd St	2
6405	33rd St	4
7133	34th St	2
6422	37th St	7
6402	Sinclair Ave	1
6407	Sinclair Ave	3
6439	Sinclair Ave	5
6444	Sinclair Ave	17
6517	Sinclair Ave	5
6527	Sinclair Ave	1

TOTAL 864 SQUARES @ 25 SF/SQUARE = 21,600 SF

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL
PORTLAND CEMENT CONCRETE SIDEWALK, 5"

Description: The work under these items shall be done in accordance with applicable portions of Sections 440 and 424 of the "Standard Specifications for Road and Bridge Construction" and modified as described herein.

It is the intent of this Contract to remove and replace various sections of public sidewalk at various locations throughout the City of Berwyn. All sidewalk and curb will be marked by the Engineer or City personnel and paid for under the respective items in the Contract. Asphalt pavements shall be saw cut and removed as required where curb and gutters are removed. Saw cutting and removal of hot-mix asphalt pavements shall be incidental to the item of "INCIDENTAL HOT-MIX ASPHALT SURFACING".

All concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA Requirements, as outlined elsewhere in these Specifications. **This must be complied with.** Failure to provide test, and inspect concrete material, will result in testing procedures after materials are in place, which costs will be backcharged against the Contractor.

Materials: All concrete materials to be used for sidewalk construction shall be Class "SI", conforming to Section 1020 of the Standard Specifications.

Construction: In removing existing sidewalks, the Contractor shall saw cut the joint between the portion of the sidewalk to be removed and that portion to be left in place with a concrete sawing machine in such a manner that a straight joint will be secured, and the surface of the sidewalk to be left in place will not chip or spall when the concrete is broken out. Any damage done to adjacent squares of sidewalk intended to remain in place shall be corrected by the removal and replacement of the entire square of sidewalk, entirely at the Contractor's expense. All squares of sidewalk shall be 5' x 5', except where the sidewalk meets existing curb lines. Depth of **all saw cuts** shall be "**full depth**".

Wherever sidewalk is to be removed and replaced under this Contract, the Contractor shall exercise due care not to damage existing lawn areas. All parkways shall either be properly protected from equipment running across, or plywood sheets or similar-type devices shall be placed to prevent rutting and other damage. Failure on the part of the Contractor to protect these areas will result in the restoration to a condition equal to, or better than, that which existed prior to construction completely at the Contractor's expense.

All materials for sidewalks to be constructed under this item shall be placed in forms firmly held in place, struck off to proper grade, floated, trowled, jointed, edged and finished in accordance with the Standard Specifications. Main line sidewalks shall be jointed every five feet (5'), with 3/4" expansion joints placed every fifty feet (50'). 3/4" expansion joints shall be placed where the sidewalk abuts the curb as appropriate.

*** SPECIAL PROVISION ***

SIDEWALK REMOVAL
PORTLAND CEMENT CONCRETE SIDEWALK, 5", Cont'd.

For handicap ramps, sidewalk removal will consist of saw cutting, removal of sidewalk, and excavation to the new subgrade elevation to attain proper slope on ramps and thickness of sidewalk. A detail of the construction of handicap ramps is included in these Special Provisions. Sidewalk replacement for handicap ramps will be paid for per square foot under the item of "PORTLAND CEMENT CONCRETE SIDEWALK, 5'" and "DETECTABLE WARNINGS (SPECIAL)". No additional compensation will be allowed for additional excavation required.

The City reserves the right to add or delete various sections of sidewalk or handicap ramps at their discretion. Payment will be made on an "As-Built" basis, and not necessarily based on the amount included in the Bidding Schedule.

The Contractor will be required to backfill adjacent portions of parkways or asphalt pavements disturbed during construction with materials equal to those removed. Asphalt pavements shall be saw cut one foot (1') on either side of the sidewalk line. If necessary, existing materials shall be removed and new hot-mix asphalt concrete surface materials shall be furnished and placed and will be equal to, or better than, the existing driveway conditions. Hot-mix asphalt materials will be paid under the item of "INCIDENTAL HOT-MIX ASPHALT SURFACING".

All sidewalk shall be cured by the membrane curing method as described in Article 1020.13a(4), except concrete poured after October 15th shall receive a protective coat as described elsewhere in these Specifications. Two (2) coats of membrane curing are required.

Whenever any sidewalk being replaced under the Contract extends across a driveway, the subgrade of the sidewalk shall be excavated and graded so that the total thickness of the sidewalk as replaced shall be seven inches (7"). No additional compensation will be allowed for this work.

Wherever work is done under this project, barricades **with low intensity flashing lights** shall be placed to protect pedestrian traffic. Barricade lights shall be Type "A" in accordance with Section 1106.02 of the Standard Specifications.

The Contractor will be responsible for the protection from damage or vandalism, of all sidewalk so constructed under this project through the time of the concrete setting up and curing. Any damaged squares shall be replaced as required by the Owner and at no cost to the Owner.

At some locations where sidewalk is to be replaced, tree roots may have been the cause for the heaving of the sidewalk. The Contractor will be required to cut and remove any roots that may interfere with the sidewalk reconstruction and no additional compensation will be allowed. The City will assist in the removal of any tree stumps or excessively large root systems.

Basis of Payment: This work will be paid for at the Contract unit price per square foot for **SIDEWALK REMOVAL** and **PORTLAND CEMENT CONCRETE SIDEWALK, 5"**, which price shall be payment in full for all work as specified herein.

*** SPECIAL PROVISION ***

DETECTABLE WARNINGS (SPECIAL)

Description: This work shall consist of furnishing all labor, equipment and materials required to install a 2' x 5' detectable warning tile at sidewalk ramp locations, as shown on the Plans or as directed by the Engineer. All work shall be in accordance with applicable articles in Section 424 of the Standard Specifications.

Detectable Warning System: The proposed detectable warnings shall be "Armor-Tile Tactile Systems" cast-in-place tiles, manufactured by one of the following manufacturers:

1. Engineered Plastics, Inc.
300 International Drive, Suite 100
Williamsville, NY 14221
800-682-2525 (Toll Free)
630-684-7574 (Local)
2. Access Products, Inc.
241 Main Street, Suite 100
Buffalo, NY 14203
888-679-4022 (Toll Free)
3. ADA Solutions
P.O. Box 3
North Billerica, MA 01862
888-407-4492 (Toll Free)

The equipment and procedures used to install this product shall be in accordance with the manufacturer's specifications.

Method of Measurement: The detectable warning area will be measured in place, in feet, and computed in square feet. Measurement for Portland Cement Concrete Sidewalk will also be made and paid for separately under the PORTLAND CEMENT CONCRETE SIDEWALK, 5" pay item.

Basis of Payment: This work shall be paid for at the Contract unit price per square foot for **DETECTABLE WARNINGS (SPECIAL)**, which price shall be payment in full for all work as specified.

SPECIAL PROVISION

PROTECTIVE COAT ON ALL CONCRETE SURFACES

The Contractor shall apply two (2) coats of boiled linseed oil to all Portland Cement Concrete (PCC) surfaces poured after October 15th in accordance with Section 420.21 of the Standard Specifications, except that this work shall not be paid for separately, but shall be merged in the unit price bid for the various items of P.C.C. work.

Linseed oil shall be applied when concrete mixtures are no less than fourteen (14) days old and must be completed no later than thirty (30) days after the last concrete is poured or the Contractor will be considered to be in default and subject to the "Liquidated Damages" provision in the Contract as applicable.

SPECIAL PROVISION

COMBINATION CURB & GUTTER REMOVAL
COMBINATION CONCRETE CURB & GUTTER

Description: This work shall consist of the removal and replacement of various sections of curb and gutter at the locations required or directed by the Engineer or City personnel. All work shall conform to Sections 440 and 606 of the Standard Specifications, except as modified herein.

Materials: All concrete materials shall conform to Section 1020 and shall be Class "SI" concrete, except as modified in other Sections of this Document.

Construction: Curbs and gutters shall be saw cut at each end of the section to be replaced prior to removal, using care not to damage sections to remain in place. All work will be paid for under the respective items in the Contract, excluding backfilling the curb with stone where pavements are adjacent, and backfilling parkway areas with excavated materials. Furnishing a four-inch (4") layer of topsoil, sod, or seed and patching any pavement or driveway with similar materials as may have been damaged will be paid for separately. All surplus materials shall be removed, which shall be considered incidental to the Contract. Aggregate will also not be paid for separately, but considered incidental to curb removal and replacement. Any asphalt for street patching and/or driveway repairs will be paid for under the item for "INCIDENTAL HOT-MIX ASPHALT SURFACING".

The Contractor shall install two (2) No. 6 epoxy-coated tie bars in the ends of existing curb and gutter to tie the new curb to the existing curb and gutter. The No. 6 tie bar shall be eighteen inches (18") in length, with nine inches (9") being installed into the existing concrete. The tie bars shall have a minimum pull-out capacity of 7,500 pounds. The furnishing and installing of tie bars shall be considered incidental to the Contract. No additional compensation will be allowed.

At locations required by the City, where the public sidewalk intersects curb lines at intersections and handicap ramps are to be constructed, combination curb and gutter shall be removed and replaced within the limits as marked in the field. An allowance of eight feet (8') of curb and gutter will be allowed per ramp.

Basis of Payment: This work will be paid for at the Contract unit price per foot for **COMBINATION CURB AND GUTTER REMOVAL** or **COMBINATION CONCRETE CURB AND GUTTER** of the type listed in the "Bidding Schedule", which price shall be payment in full for all work as specified and in accordance with the Standard Specifications.

*** SPECIAL PROVISION ***

LONGITUDINAL CURB EXPANSION JOINT

Description: It is the intention of these Plans and Specifications to provide expansion materials at all locations where concrete sidewalks and driveways must be constructed adjacent to curb and gutter, concrete pavements, concrete walls, and other rigid type improvements.

Materials: The expansion materials to be used shall conform with Article 1051.03 of the "Standard Specifications" for "Bituminous Preformed Joint Filler". All expansion joints shall be the full thickness of the sidewalk or driveway pavement they abut and shall be three-quarter inch (3/4") in thickness.

Installation: Expansion materials shall be placed at all the locations as required by this provision and at all locations as may be required by the Engineer.

Basis of Payment: This work WILL NOT be paid for separately, but shall be merged in the unit price for the respective items of construction, and no additional compensation will be allowed.

*** SPECIAL PROVISION ***

DRIVEWAY PAVEMENT REMOVAL
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"

Description: This work shall consist of the satisfactory removal and replacement of various concrete driveways, which are directed to be removed by the Engineer. All driveways so scheduled for removal shall be saw cut as directed prior to removal. All materials so removed shall be properly disposed of. All work shall be done in accordance with Sections 423 and 440 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

Materials: All concrete to be used for driveway construction shall be Class "PV".

Construction: At any locations where curbs require backfilling in order to construct concrete driveways, backfilling shall be accomplished by using Coarse Aggregate, Grade CA-6, and will be incidental to the item for "PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"". All materials so placed shall be thoroughly compacted prior to pouring concrete.

Basis of Payment: This work will be paid for at the Contract unit prices per square yard for **DRIVEWAY PAVEMENT REMOVAL** and **PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"**, for all work as specified, including Coarse Aggregate, Grade CA-6 Backfill, when required.

*** SPECIAL PROVISION ***

PORTLAND CEMENT CONCRETE ALLEY PAVEMENT PATCHING

Description: This work shall consist of the removal of existing alley pavement, the necessary excavation, and the Portland Cement concrete alley pavement replacement at locations as directed by the Engineer. All work shall be in accordance with the applicable portions of Section 442 of the Standard Specifications, except as modified herein.

Materials: All concrete shall meet the requirements of Class PP-1, PP-2, PP-3 or PP-4 concrete, as specified in Section 1020 of the Standard Specifications. Tie bars shall be No. 6 epoxy coated reinforcement bars, eighteen inches (18") in length and shall meet the requirements of Article 1006.10(a)(2) of the Standard Specifications.

Patch Sizes: Patches will not be quantified by size as indicated in article 442.01 of the Standard Specifications. Instead, all patches will be paid for under this item, regardless of size.

Construction: Prior to removing any pavement, the edges of the intended patch shall be saw cut full depth with a concrete saw. All pavement material within the limits of the patch shall be removed and disposed of. Care shall be taken to prevent spalling or any type of damage to the pavement that is to remain in place. Should the Contractor's operations cause any damage to the pavement that is to remain in place, a new saw cut shall be made extending the patch to remove the damaged portion of the pavement, at the Contractor's expense.

After the pavement has been removed and the subgrade prepared and compacted, No. 6 epoxy coated tie bars shall be drilled and grouted into the vertical edge of the existing concrete. The tie bars shall be installed at pavement mid-depth and at thirty-inch (30") centers along the entire perimeter of the patch. The tie bars shall be eighteen inches (18") long, with nine inches (9") being installed into the existing concrete pavement. Individual tie bar locations shall be shifted at least five inches (5") away from existing cracks or joints. The tie bar shall have a minimum pull out capacity of 7500 pounds. Tie bars will not be paid for separately, but shall be considered incidental to this item. Tie bar installation shall be in accordance with Article 442.06(a)(3) of the Standard Specifications.

The concrete shall be placed, consolidated and finished in accordance with Article 442.06(e), (f) and (g) for Class B patching, except that the final finish shall be obtained by brushing with a medium stiff brush drawn across the pavement transversely from the center of the alley to the outside edges. Each successive brush stroke shall overlap the previous stroke slightly producing a uniform roughened surface. Brushing shall not commence until the "water sheen" has disappeared from the concrete surface.

Joints shall be placed in accordance with the details shown elsewhere in these Special Provisions. All sawed joints shall be cut within 24 hours after the concrete has been poured and finished.

Where expansion joints exist in the portion of the pavement to remain in place, the adjacent new pavement shall be constructed with a similar type joint.

*** SPECIAL PROVISION ***

PORTLAND CEMENT CONCRETE ALLEY PAVEMENT PATCHING, Cont'd.

The concrete shall be cured by either the "Membrane Curing Method" or "Polyethylene Sheeting Method" as described in Article 1020.13 of the Standard Specifications. Other methods approved under said section will not be allowed.

All transverse and longitudinal contraction joints shall be sealed according to Article 420.14(a) of the Standard Specifications and the manufacturer's recommendations.

Basis of Payment: This work shall be paid for at the Contract unit price per square yard for **PORTLAND CEMENT CONCRETE ALLEY PAVEMENT PATCHING**, of the thickness specified, which price shall be payment in full for all work as specified.

SPECIAL PROVISION

PAVEMENT REMOVAL AND REPLACEMENT, 8" P.C. CONCRETE BASE AND 3" HOT-MIX ASPHALT SURFACE

Description: This work shall consist of the removal of various portions of existing pavement required for the construction of this improvement, at the locations shown on the Plans, or as directed by the Engineer; any necessary excavation for the reconstruction of the existing pavement, of the required thickness; and, the subsequent replacement consisting of Portland Cement Concrete Base Course and Hot-Mix Asphalt Surface Course. All work shall be carried out in conformance with Sections 406, 442 and 1020 of the "Standard Specifications" and supplemented in accordance with the following Special Provisions.

Materials: All concrete materials used shall conform in all respects to the requirements as set forth in the Standard Specifications for Class "PP" concrete. Hot-mix asphalt materials shall conform in all respects to the requirement as set forth in the "Standard Specifications" for Hot-Mix Asphalt Binder Course and Hot-Mix Asphalt Surface Course.

Construction: Prior to the removal of any surface or base materials, the existing pavement shall be sawed full depth with a concrete saw on all sides of the required patch, and all materials within the limits indicated by the Engineer shall be removed and properly disposed of. The existing base and surface materials shall be removed to accommodate the construction of the new utility line. Upon completion, the pavement shall be reconstructed to an eleven inch (11") thickness on a prepared and compacted subgrade.

After the trenching operations have been completed and the subgrade prepared and compacted, dowel bars will be drilled into the existing concrete pavement, and installed in accordance with the Standard Specifications. Dowel Bars will be considered incidental to the Contract. For concrete patches in bituminous pavements, dowel bars are not required.

The materials to be used for the replacement of base course materials shall be Portland Cement Concrete, Class "PP", having a total thickness of eight inches (8"). The base course shall be placed in accordance with the Specifications and shall reach design strength prior to placement of surface course. Prior to the construction of the surface course, the P.C.C. Base and all edges of the patch shall be hand primed with a material approved by the Engineer.

The hot-mix asphalt shall be replaced in two (2) separate lifts of materials. The first layer shall be Leveling Binder (Machine Method), N50, and shall be one-and-one-half inches (1½") in thickness. The second layer shall be Hot-Mix Asphalt Surface Course, Mixture D, N50, and shall be one-and-one-half inches (1½") in thickness. Leveling Binder (Machine Method), N50 and Hot-Mix Asphalt Surface Course, Mixture D, N50 mixture designs shall be as specified in the Hot-Mix Asphalt Design Chart included in these Special Provisions or as shown on the Plans. The final layer shall be placed with sufficient care to insure an even, level surface, free from depressions, providing a smooth riding surface, and conforming to the approximate cross-section of the existing roadway.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for PAVEMENT REMOVAL AND REPLACEMENT, 8" P.C. CONCRETE BASE AND 3" HOT-MIX ASPHALT SURFACE, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

TOPSOIL FURNISH AND PLACE, 4"

Description: This work shall consist of the furnishing and placing of topsoil in accordance with the Standard Specifications, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil, and to redress all disturbed areas to a neat and professional appearance upon completion. Seeding and/or sodding will be furnished and installed under separate items in the Contract.

Materials: All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way, transported to the job site, and placed at the required locations to the depth of four inches (4"), or as directed by the Engineer. The topsoil furnished shall be pulverized and shall be free of clay and lumps for ease of placement and proper finished appearance. Materials furnished shall meet with the requirements of Article 1081.05 of the "Standard Specifications for Road and Bridge Construction".

Installation: Prior to furnishing new topsoil for restoration, the Contractor shall excavate for the placement of topsoil over the required area to a depth as directed by the Engineer. Excavation for the placement of topsoil, where necessary, shall be considered incidental to this item and no further compensation will be allowed. If the Contractor elects to excavate in excess of the area so directed, or cuts deeper than the amount provided, the excess amount of topsoil required to properly fill the area will not be measured for payment, and the additional expense shall be borne entirely by the Contractor.

The topsoil shall be placed in a neat and workmanlike manner to a finished grade, which blends neatly with established areas and meets the grade of the proposed improvement. The finished surface shall be leveled with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The Contractor shall insure that the final and resultant product of the grading and restoration procedure shall have a neat and professional looking appearance that is acceptable to the Owner and the Engineer. If, for any reason, the grading does not meet with their approval, it shall be cause for rejection of work, and the Contractor will be required to correct the appearance of the project to an acceptable nature prior to placement of seeding or sodding.

The Contractor may, at his option, retain the services of a professional landscaping Contractor to insure proper compliance with these Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **TOPSOIL FURNISH AND PLACE, 4"**, which price shall be payment in full for furnishing, transporting, placing, excavation for, and grading of topsoil materials over the areas so directed. Seeding and/or sodding to be completed in conjunction with restoration will be paid for under separate items of the Contract.

*** SPECIAL PROVISION ***

SEEDING, CLASS 1

Description: All areas disturbed during the course of construction and restored with topsoil shall be seeded in accordance with Section 250 of the Standard Specifications, except as modified herein. Said work shall consist of preparing the seed bed, working the soil, seeding, fertilizing, and mulching all areas as designated by the Engineer.

Materials: All materials used on this project shall be equal to or exceed the requirements as set forth in Article 1081.04 and Article 1081.08 of the Standard Specifications.

Areas to be seeded shall require a seeding mixture of 50% Kentucky Blue, 30% Red Fescue, and 20% Perennial Rye grass. Immediately prior to the seed bed preparation, fertilizer nutrients having a ratio of 1:1:1 shall be spread at such a rate that each acre shall receive a total of 270 pounds of fertilizer nutrients, Nitrogen, Phosphorus and Potassium. All areas seeded shall be mulched at the rate of 2,500 to 3,000 pounds per acre or as directed by the Engineer.

Installation: The seed bed shall be prepared with a disk tiller, reducing all soil particle size to less than one inch (1") in size. Stones and rocks larger than three-fourth inch (3/4") shall all be removed.

All seeding work shall be carried out in a neat and workmanlike manner on all areas to be seeded to the satisfaction of the Engineer. Special attention is drawn to the fact that poor appearance, low germination percentage, and improper construction methods will be cause for rejection of work. It is the intention of these Plans and Specifications to restore all areas to a condition better than that which originally existed prior to this project. The final resultant product must have a neat and professional appearance and must be acceptable to the Owner and the Engineer. The Contractor will insure a "good stand" of grass on all seeded areas. The Contractor may retain the services of a professional landscaping Contractor to insure proper compliance with these Specifications.

The seeding mixture shall be sown during the periods from April 1st to June 15th, and from August 15th to October 15th. No seed shall be sown during high winds or when the ground is not proper condition for seeding.

Any areas that have not properly germinated shall be recultivated and reseeded regardless of lack of moisture, weather conditions, erosion, or any other cause at no additional cost to the Owner.

Basis of Payment: This work will be paid for at the Contract unit price per acre for **SEEDING, CLASS 1**, which price shall be payment in full for all work as outlined herein and in accordance with the Standard Specifications for preparing, fertilizing, seeding, and mulching. Topsoil will be paid for under a separate item of the Contract.

SPECIAL PROVISION

WEIGHING BITUMINOUS MIXTURES

Description: Bituminous mixtures incorporated into this project, which are paid for by weight or by square yard, shall be weighed by one of the following methods:

- 1) Truck scales, surge bin scales, or surge bin hopper scales that are equipped with an automatic printer.
- 2) Bituminous mixtures produced by a batch-type mixing plant may be measured by either weighing the mixtures on approved platform scales equipped with automatic printers or on the basis of batch weights when surge or storage bins are not used.

Belt scales are not acceptable for determining pay weights.

The automatic printer shall be an integral part of the scale equipment or the scale and printer shall be directly connected, so that manual entry of weights is prohibited, except as described in Number 1 below.

- 1) If the platform scale equipment measures gross weight, the printer will record the gross weight as a minimum. Tare and net weights will be shown on weight tickets and may be printed automatically or entered manually.
- 2) If the scale equipment on a platform scale zeros out the truck tare automatically, the printer must record the net weight as a minimum.
- 3) If the scale equipment on a surge bin weigh hopper zeros automatically after discharging each batch, the printer must record the net weight as a minimum.
- 4) If the scale equipment on surge bins automatically shuts down the feed system and weighs the amount in the silo before and after discharge, the printer must record the net weight as a minimum.

The automatic printer shall produce a weight ticket in triplicate. Weights shall be shown in pounds or to the nearest one hundredth ton.

The Contractor shall provide the Engineer with copies of the current Department of Agriculture scale certification upon request.

Any tickets for bituminous mixtures delivered to this project, which do not meet the above requirement, will not be accepted for payment, unless written permission is obtained from the Engineer.

*** SPECIAL PROVISION ***

INCIDENTAL HOT-MIX ASPHALT SURFACING

Description: This work shall consist of the removal and replacement of hot-mix asphalt pavement materials at the locations directed by the Owner or the Engineer. Under this Contract, any pavement so directed to be replaced will be saw cut on all sides as required, and subsequently replaced to the thicknesses as specified or directed.

After the existing pavement is saw cut, those pavement materials within the area to be patched shall be removed with the appropriate hand tools and properly disposed of. Saw cutting and removal of existing hot-mix asphalt pavement shall be included in the cost of this item. The area to be paved shall be fine graded to provide for the construction of a two-inch (2") hot-mix asphalt surface. All work shall otherwise be performed in accordance with applicable portions of Sections 406 and 440 of the "Standard Specifications". Any areas disturbed beyond the limit of construction shall be restored at the Contractor's expense.

The mixture to be used shall be Hot-Mix Asphalt Surface Course, Mix D, N50.

Basis of Payment: This work will be paid for at the Contract unit price per ton for **INCIDENTAL HOT-MIX ASPHALT SURFACING**, which price shall be payment in full for all work as specified.

*** SPECIAL PROVISION ***

RESTORATION

The Contractor will be required to proceed with restoration as soon as newly installed concrete has cured for a period of fourteen (14) days or until design strength has been met.

Restoration shall include the following pay items:

<u>Description</u>	<u>Unit</u>
Pavement Removal and Replacement, 8" P.C. Concrete Base and 3" Hot-Mix Asphalt Surface	S.Y.
Topsoil Furnish and Place, 4"	S.Y.
Seeding, Class I	Acre
Incidental Hot-Mix Asphalt Surfacing	Ton

To insure timely restoration, the Contractor shall limit his areas of disturbance to fifty percent (50%) of the total Contract at one time. Each area shall be completely restored before proceeding to the next area. Only those areas which have been completely restored to the satisfaction of the Engineer shall be considered for payment.

All sodded areas disturbed shall be restored with topsoil and seed unless sod is directed to be installed by either the Engineer or the City's representative.

Basis of Payment: This work will be not paid for separately, but shall be considered incidental to the "TOPSOIL FURNISH AND PLACE, 4"" and "SEEDING, CLASS I" items.

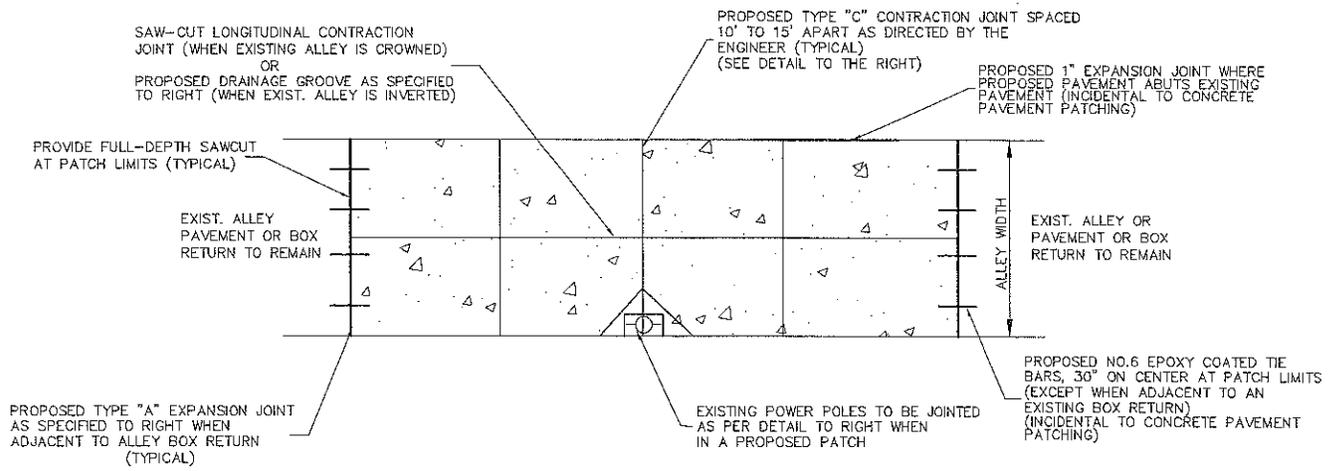
SPECIAL PROVISION

TRAFFIC CONTROL AND PROTECTION

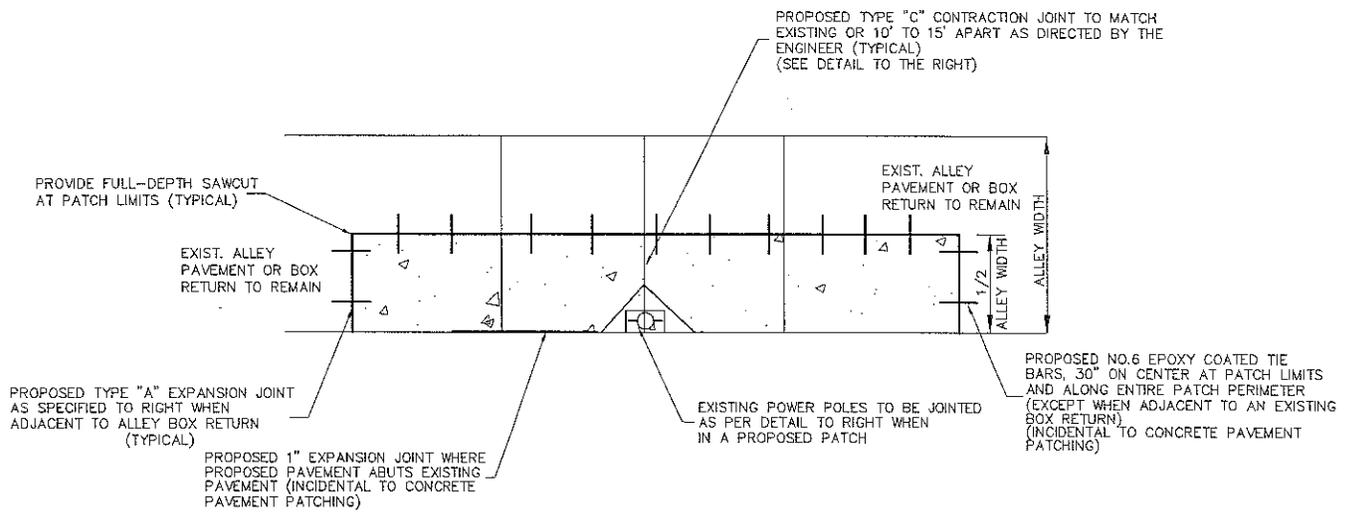
General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 702 and 1084 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1106.02 of the Standard Specifications.

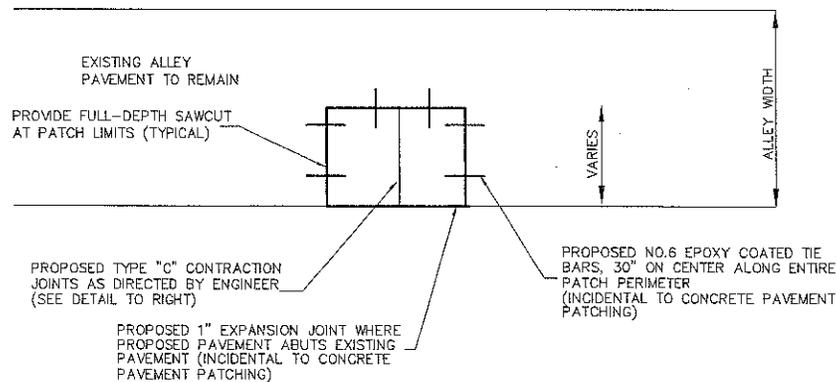
Basis of Payment: All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately, unless an item is so provided in the "Bidding Schedule". If an item is provided, payment will be made on the basis of the bid line item or on a pro-rata basis if bid as a lump sum.



FULL WIDTH PAVEMENT PATCHING

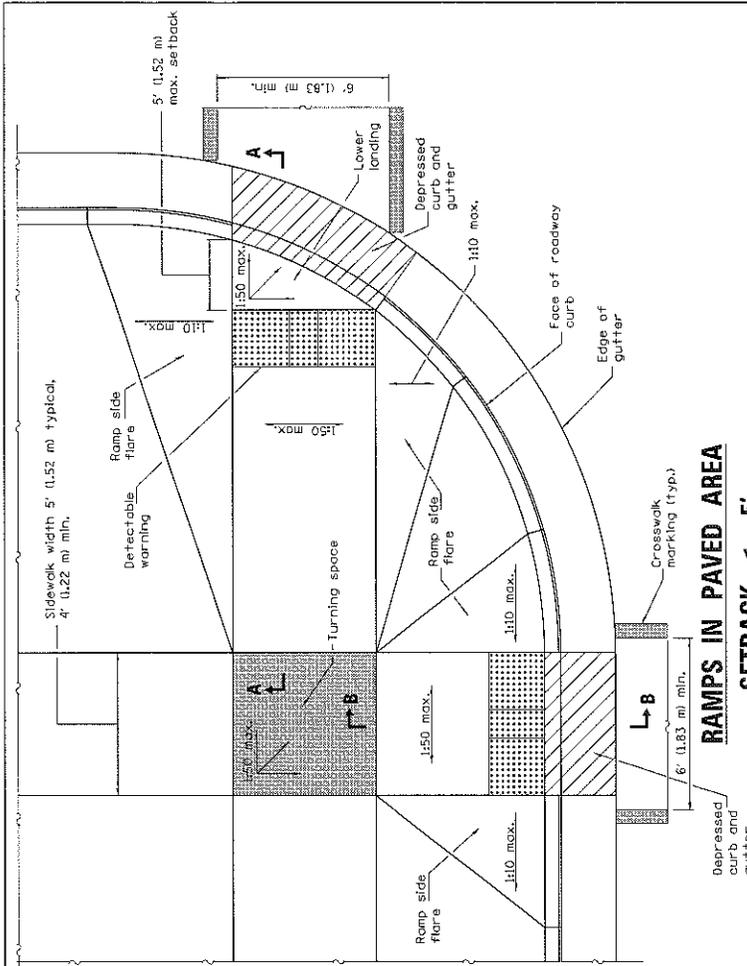


1/2 WIDTH PAVEMENT PATCHING



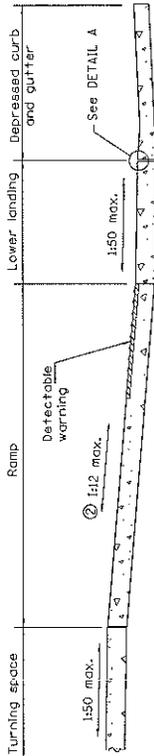
PARTIAL PAVEMENT PATCHING

P.C. CONCRETE ALLEY PATCHING DETAILS



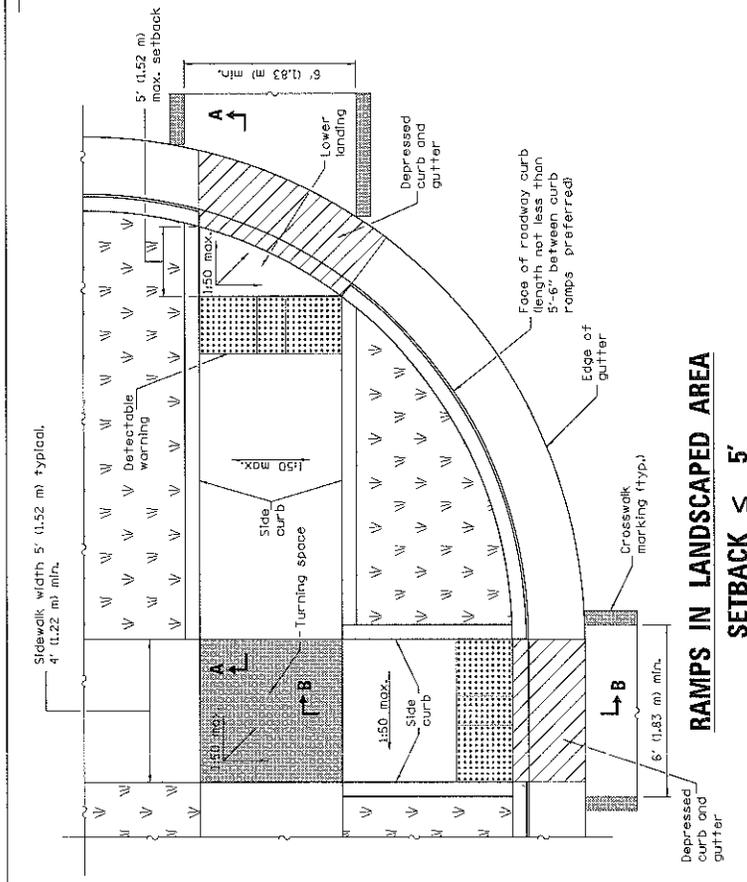
RAMPS IN LANDSCAPED AREA

SETBACK ≤ 5'



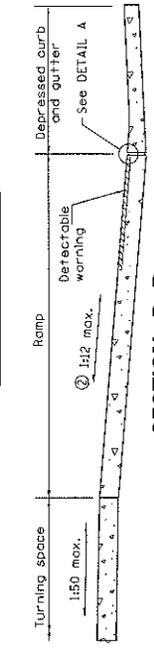
SECTION A-A

② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



RAMPS IN PAVED AREA

SETBACK ≤ 5'



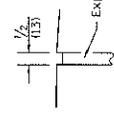
SECTION B-B

② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

Flush with top of roadway curb and top of sidewalk



SIDE CURB DETAIL



DETAIL A

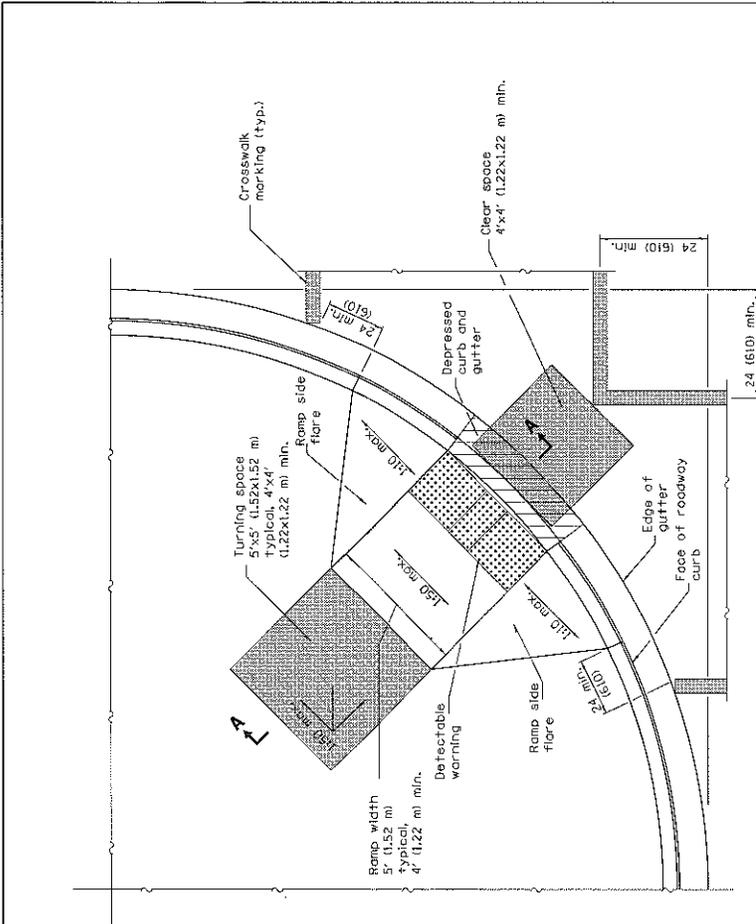
See Sheet 2 for GENERAL NOTES.

DATE	REVISIONS
1-1-15	① Not appl. to Int. sidewalks. Rev. gen. notes. Chd Upper landing to Turning space.
1-1-13	② Widened crosswalk markings to 6' (1.83 m) min. Inside dimension. Rev. Gen. Notes.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS
 (Sheet 1 of 2)
STANDARD 424001-08

Illinois Department of Transportation
 PASSED: JUNE 1, 2016
 ENGINEER OF PUBLIC WORKS
 APPROVED: [Signature] 2015
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED: 1-1-97



RAMP IN LANDSCAPED AREA

Sidewalk width 5' (1.52 m) typical, 4' (1.22 m) min.

Turning space 5'x5' (1.52x1.52 m) typical, 4'x4' (1.22x1.22 m) min.

Ramp width 5' (1.52 m) typical, 4' (1.22 m) min.

Detectable warning

Ramp side flare

Depressed curb and gutter

Clear space 4'x4' (1.22x1.22 m) min.

Face of roadway curb

Edge of gutter

24 (610) min.

150 max.

Side curb

Crosswalk marking (typ.)

RAMP IN PAVED AREA

Turning space 5'x5' (1.52x1.52 m) typical, 4'x4' (1.22x1.22 m) min.

Ramp width 5' (1.52 m) typical, 4' (1.22 m) min.

Detectable warning

Ramp side flare

Depressed curb and gutter

Clear space 4'x4' (1.22x1.22 m) min.

Face of roadway curb

Edge of gutter

24 (610) min.

150 max.

Side curb

Crosswalk marking (typ.)

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V/H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

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

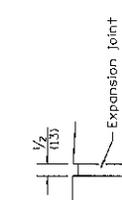
SECTION A-A



SECTION A-A

① The running slope of the curb ramp shall not require this ramp length to exceed 15' (4.5 m).

DETAIL A



SIDE CURB DETAIL



DATE	REVISIONS
1-1-15	Changed 'Upper Landing' to 'Turning space'. Added note re: const. turning space.
1-1-13	Revised General Notes.

DATE	REVISIONS
1-1-15	Changed 'Upper Landing' to 'Turning space'. Added note re: const. turning space.
1-1-13	Revised General Notes.

DIAGONAL CURB RAMPS FOR SIDEWALKS

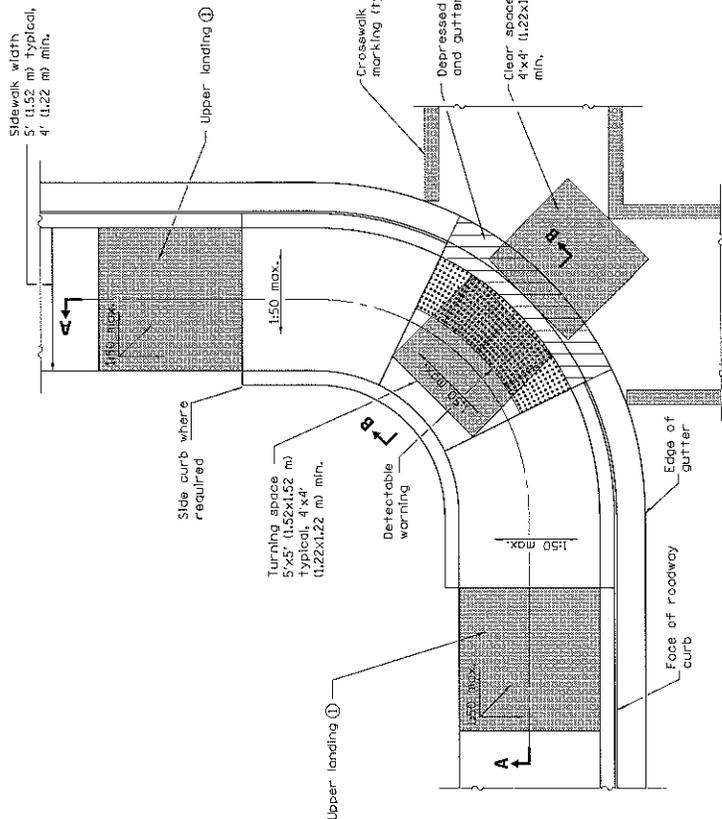
STANDARD 424006-02

DETAIL A

SIDE CURB DETAIL

Illinois Department of Transportation
 PASSED JANUARY 1, 2015
 ENGINEER OF PUBLIC WORKS PROCEDURES
 APPROVED SECURITY L. 2015
 ENGINEER OF DESIGN AND ENVIRONMENT

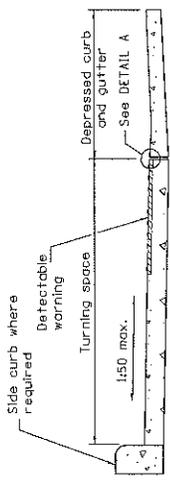
ISSUED 1-1-12



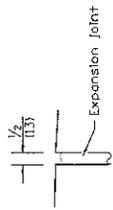
CORNER PARALLEL CURB RAMP

SECTION A-A

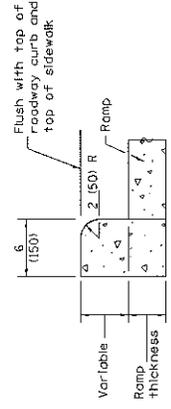
- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The turning slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



SECTION B-B



DETAIL A



SIDE CURB DETAIL

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

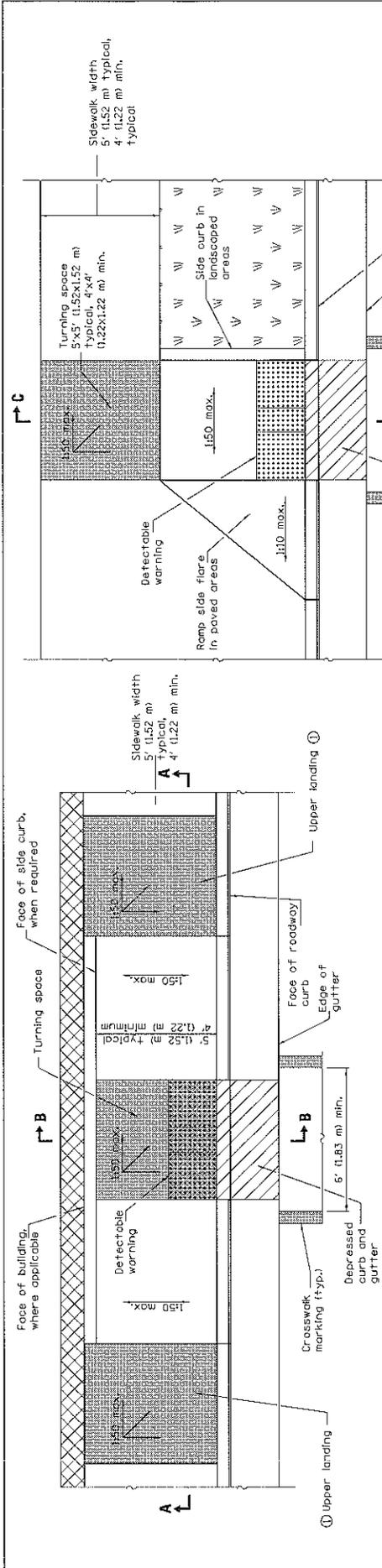
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
PASSED	January 11, 2015
ENGINEER OF POLICE AND INSPECTIONS	Michael S. Gandy
APPROVED	January 11, 2015
ASSISTANT TO CHIEF OF POLICE AND INSPECTIONS	Michael S. Gandy

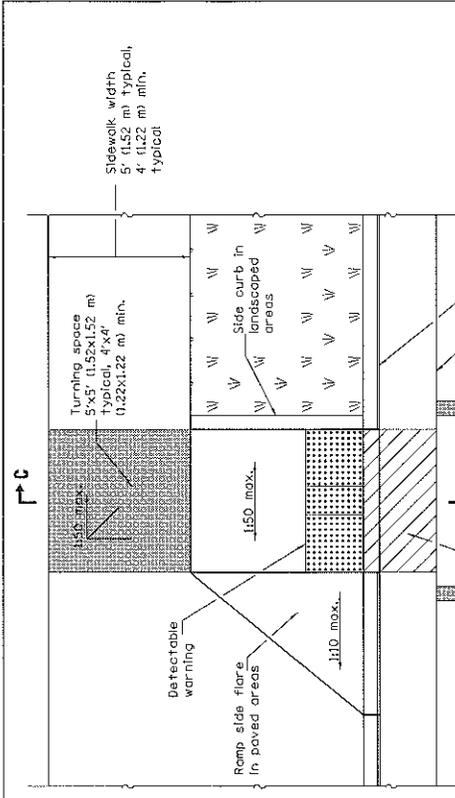
DATE	REVISIONS
1-1-15	Changed 'Lower landing' to 'Turning space'. Added x-walk markings. Added note ②.
1-1-13	Revised General Notes.

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

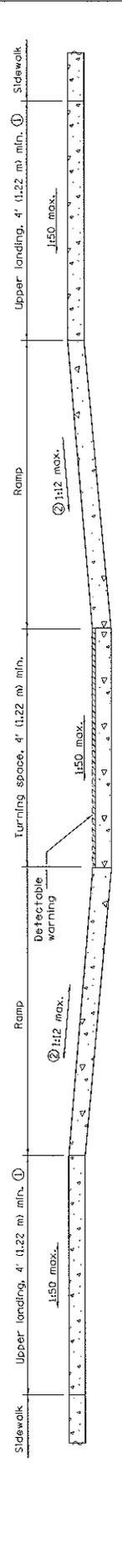
STANDARD 424011-02



PARALLEL MID-BLOCK CURB RAMP

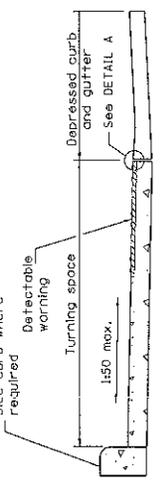


PERPENDICULAR MID-BLOCK CURB RAMP

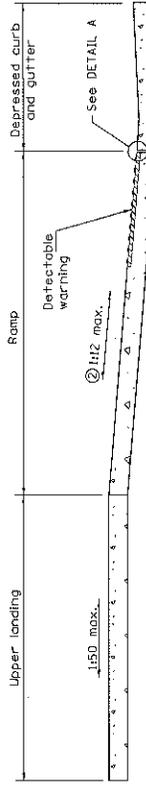


SECTION A-A

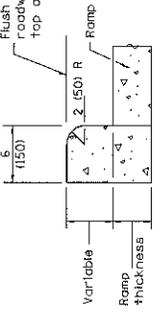
- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



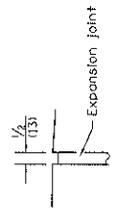
SECTION B-B



SECTION C-C



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V/H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

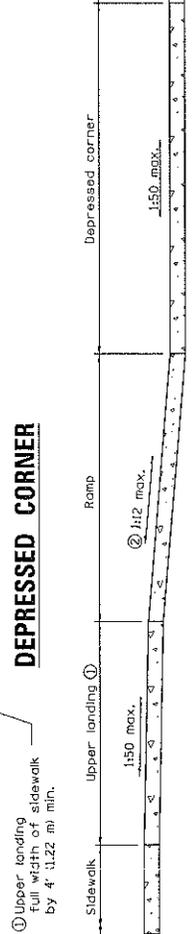
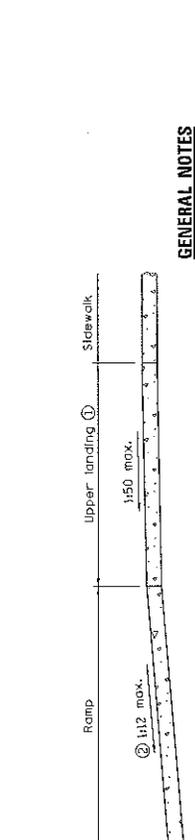
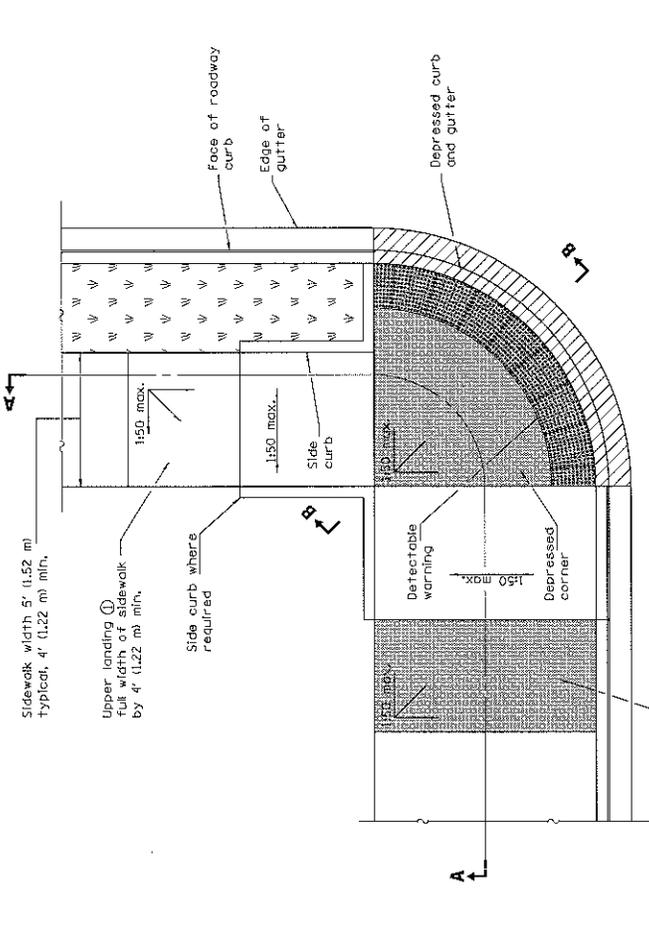
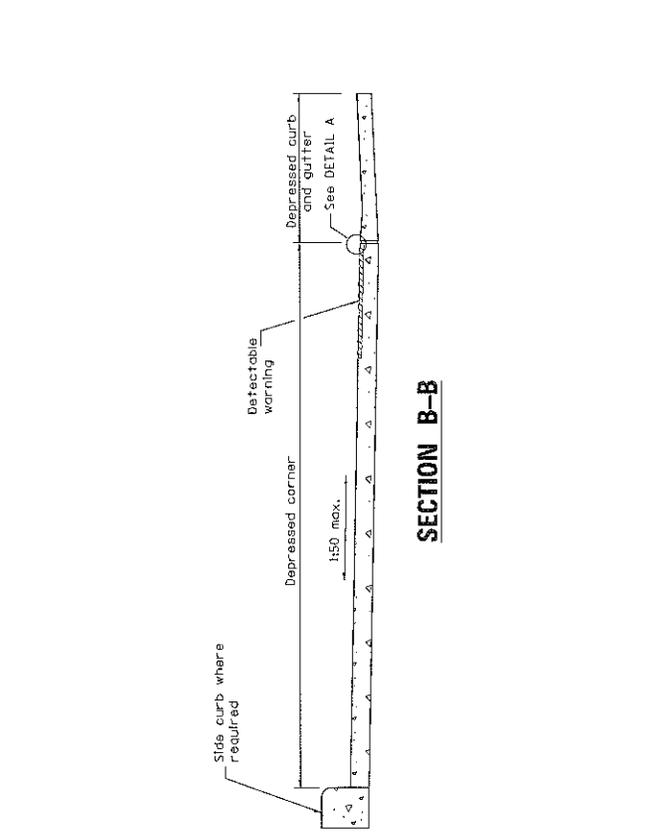
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-15	Changed "Lower landing" to "Turning space". Added note ②. Rev. Gen. Notes.
1-1-13	Widened crosswalk markings to 6' (1.83 m) min. Inside dimension. Rev. Gen. Notes.

MID-BLOCK CURB RAMPS FOR SIDEWALKS

STANDARD 424016-02

Illinois Department of Transportation
 PASSED January 4, 2015
 APPROVED [Signature] J. [Signature]
 ENGINEER OF TRAVEL AND PROCEDURES
 J. [Signature]
 DIVISION OF DESIGN AND ENVIRONMENT
 ISSUED 1-1-12



GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 605001 for details of depressed curb adjacent to curb ramp.

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

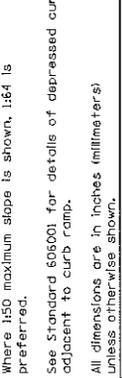
SECTION A-A

① Upper landing(s) not required for ramp slopes flatter than 1:20.

② The ramping slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

SECTION B-B

Labels: Side curb where required, Depressed curb and gutter, See DETAIL A.



DATE	REVISIONS
1-1-15	Added note ②
1-1-14	Revised sidewalk width. Revised gen. notes to limit curb rad. to 6' (1.83 m) min.

DEPRESSED CORNER FOR SIDEWALKS

STANDARD 424021-03

Illinois Department of Transportation

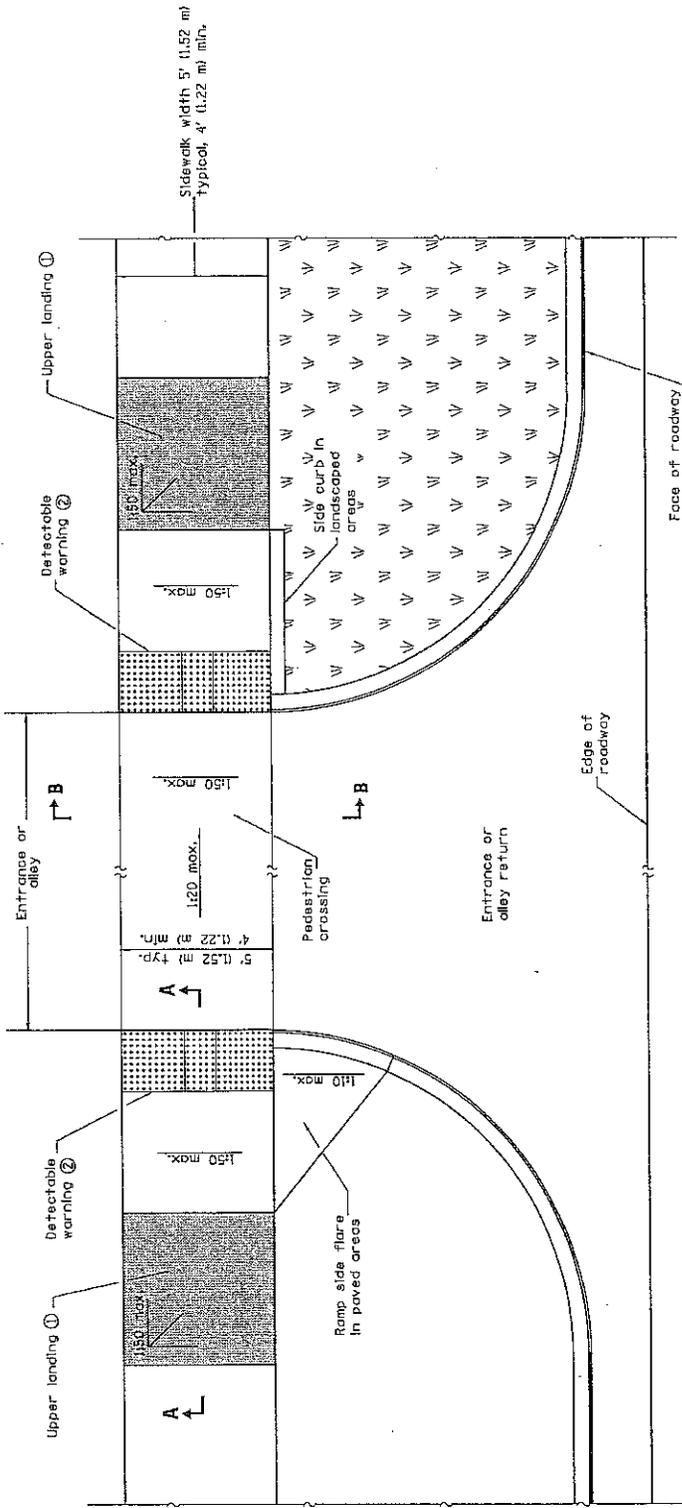
PASSED _____ 2015

APPROVED _____ 2015

ENGINEER OF PUBLIC AND PROCEEDURES

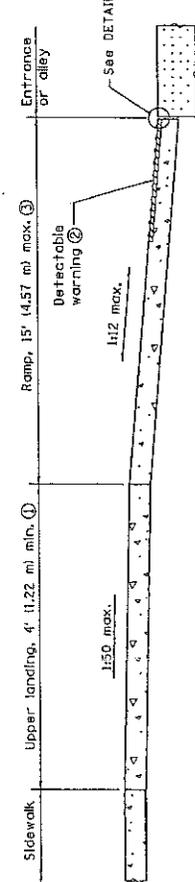
ISSUED 1-1-12

MEMBER OF ILLINOIS STATE ENGINEERING



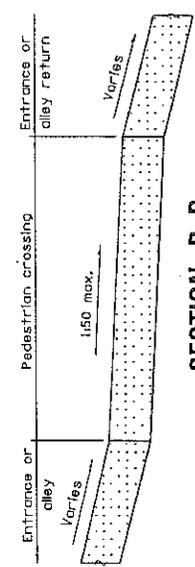
- ② Detectable warning shall only be installed at entrances/alleys with permanent traffic control devices (i.e. stop signs, signals).
- ③ Where possible, maintain the grade of the sidewalk across the entrance/alley to avoid the need for ramps and upper landings.

ENTRANCE / ALLEY PEDESTRIAN CROSSING



SECTION A-A

① Upper landing not required for ramp slopes flatter than 1:20.



SECTION B-B

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (1:10).

Where 1:50 maximum slope is shown, 1:54 is preferred.

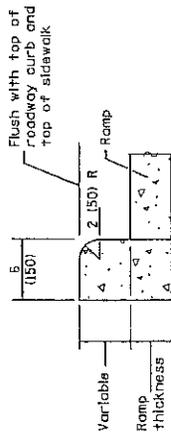
All dimensions are in inches (millimeters) unless otherwise shown.

ILLINOIS DEPARTMENT OF TRANSPORTATION	ISSUED 1-1-12
PAUSED	2013
APPROVED	2013
ENGINEER OF POLICY AND PROCEDURES	
ENGINEER OF DESIGN AND ENVIRONMENT	

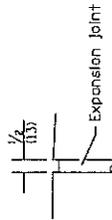
DATE	REVISIONS
1-1-13	Revised General Notes.
1-1-12	New standard.

ENTRANCE / ALLEY PEDESTRIAN CROSSINGS

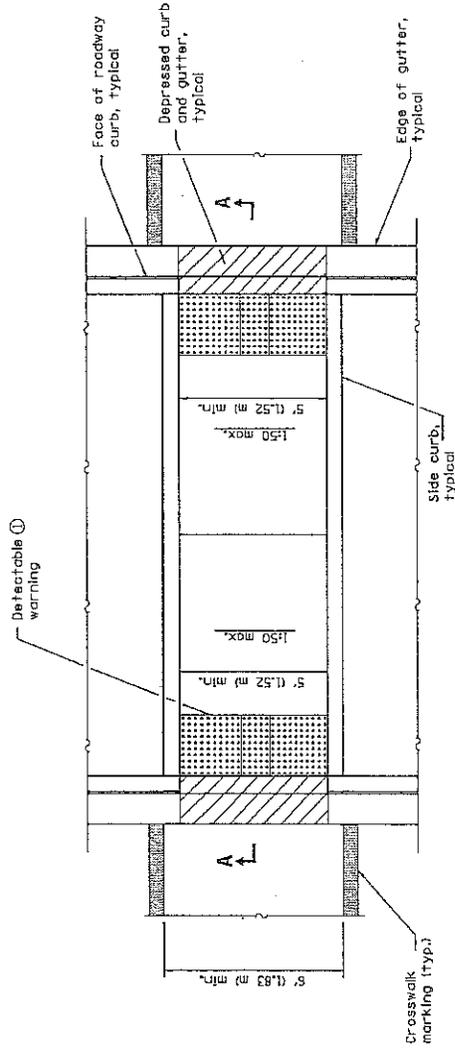
STANDARD 424026-01



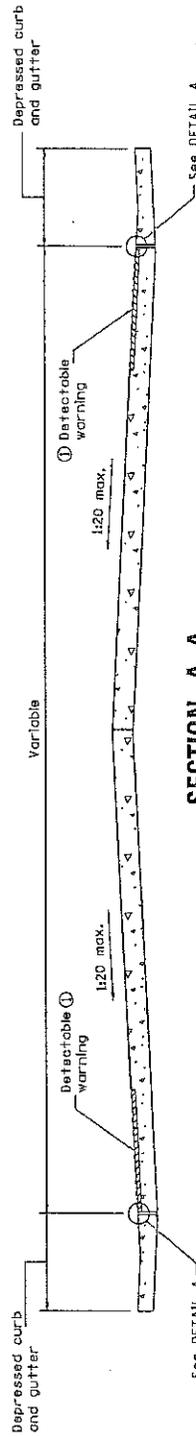
SIDE CURB DETAIL



DETAIL A



MEDIAN PEDESTRIAN CROSSING



SECTION A-A

① Omit detectable warnings when distance between book of curbs is less than 6' (1.83 m).

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

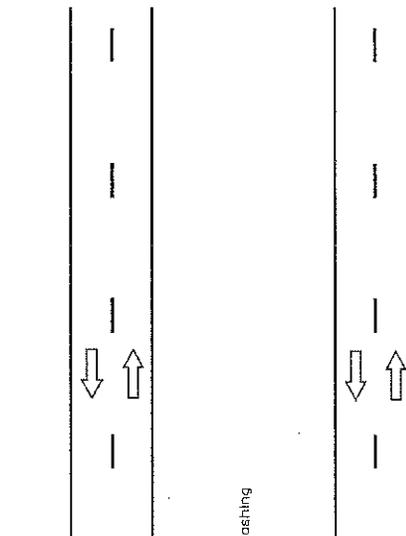
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-12	Widened crosswalk to 6' (1.83 m) min. inside dimension. Revised General Notes.
1-1-12	New standard.

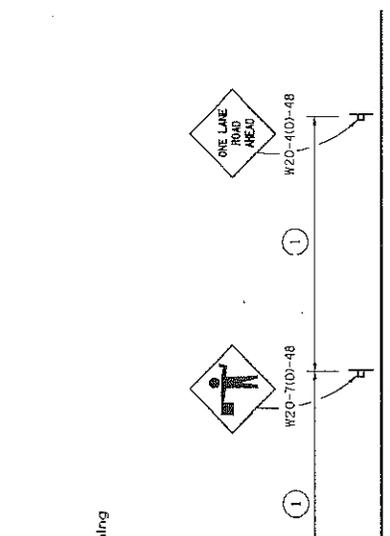
MEDIAN PEDESTRIAN CROSSINGS

STANDARD 424031-01

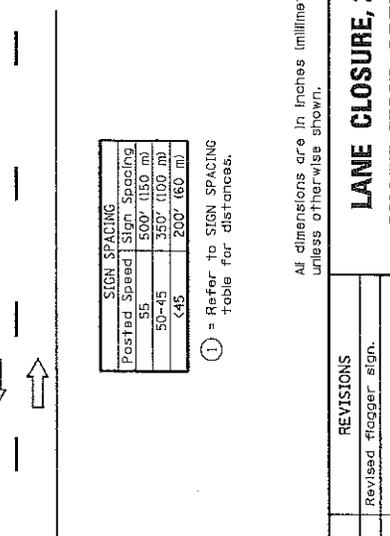
Illinois Department of Transportation
 PASSED January 1, 2015
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED [Signature] January 1, 2015
 ENGINEER OF DESIGN AND ENVIRONMENT
 ISSUED 1-1-12



For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period of less than 15 minutes.



For any operation that is more than 24 (600) outside the edge of the pavement for a period of less than 60 minutes.



For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period in excess of 15 minutes but less than 60 minutes.

POSTED SPEED	SIGN SPACING
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

① = Refer to SIGN SPACING table for distances.

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

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

TYPICAL APPLICATIONS

- Marking patches
- Field survey
- Utility operations
- Cleaning up debris on pavement

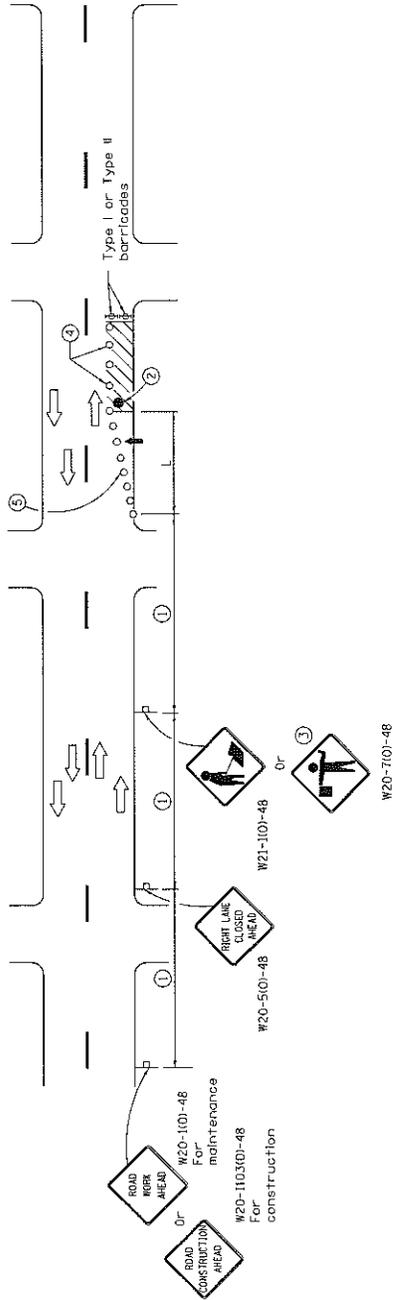
LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English metric.

STANDARD 701301-04

Illinois Department of Transportation
 APPROVED: [Signature] 2011
 ENGINEER OF SAFETY ENGINEERING
 APPROVED: [Signature] 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

Calculate L as follows:

SPEED LIMIT

English	(Metric)
40 mph (70 km/h) or less:	$L = WS^2$ $L = 150$
45 mph (60 km/h) or greater:	$L = (WS)$ $L = 0.65(WS)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

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

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701606-10

1 Refer to SIGN SPACING TABLE for distances.

2 Required for speeds > 40 mph.

3 Use flogger sign only when flogger is present.

4 Cones at 26' (8 m) centers for 250' (76 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

5 Cones, drums or barricades at 20' (6 m) centers in taper.

SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ⊥ Sign on portable or permanent support
- ▨ Work area
- ⊕ Barricade or drum with flashing light
- Flogger with traffic control sign.

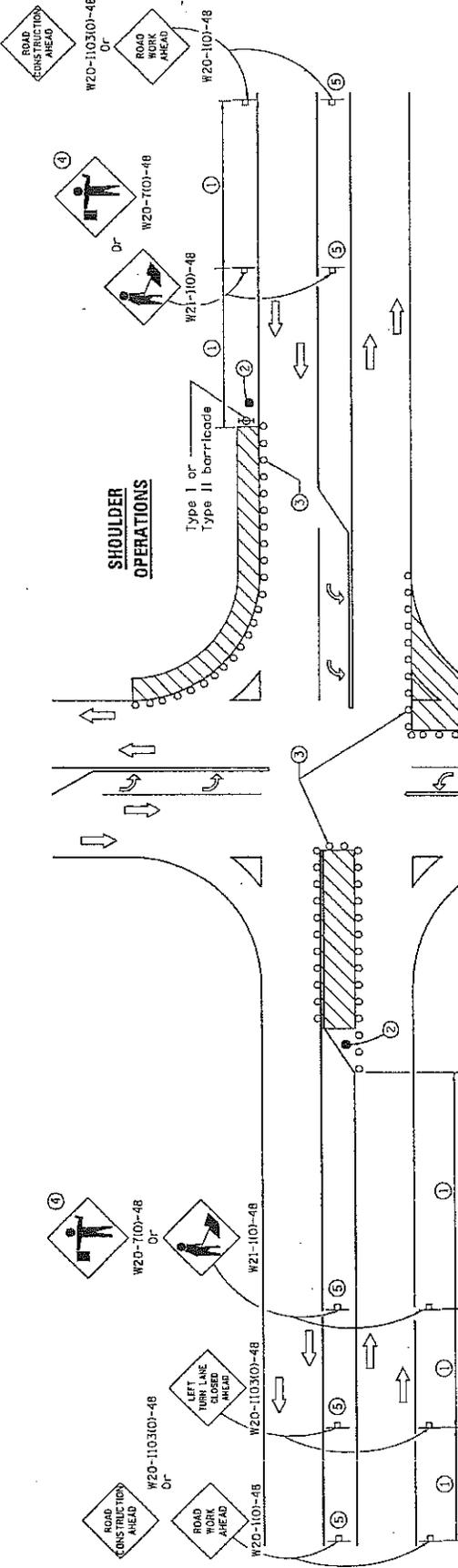
POSTED SPEED	SIGN SPACING
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

DATE	REVISIONS
1-1-15	Renamed standard. Moved case on Sheet 2 to new Highway Standard.
1-1-14	Revised workers sign number to agree with current MUTCD.

Illinois Department of Transportation

APPROVED: *[Signature]* 2015
 ENGINEER OF SAFETY TRAINING
 APPROVED: *[Signature]* 2015
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED: 1-1-97



LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

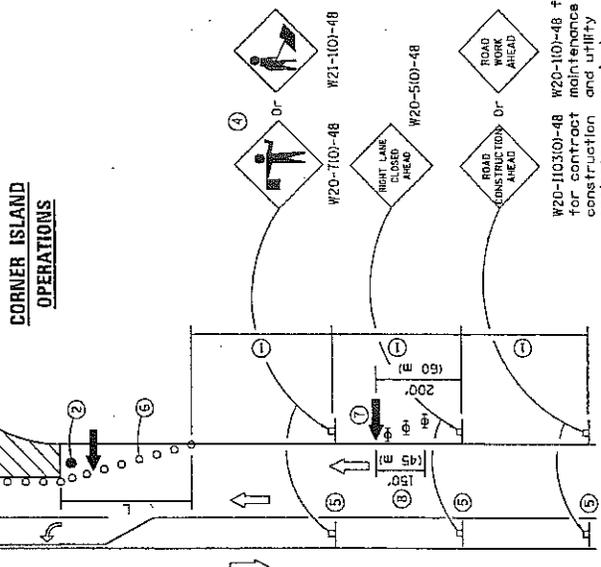
- 1 Refer to SIGN SPACING TABLE for distance.
- 2 Required for speed > 40 mph.
- 3 Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- 4 Use flagger sign only when flagger is present.
- 5 Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.
- 6 Cones, drums or barricades at 20' (6 m) centers in taper.
- 7 Advanced arrow board required for speeds > 45 mph.
- 8 Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

POSTED SPEED	SIGN SPACING
35	500' (150 m)
50-45	350' (100 m)
45	200' (60 m)

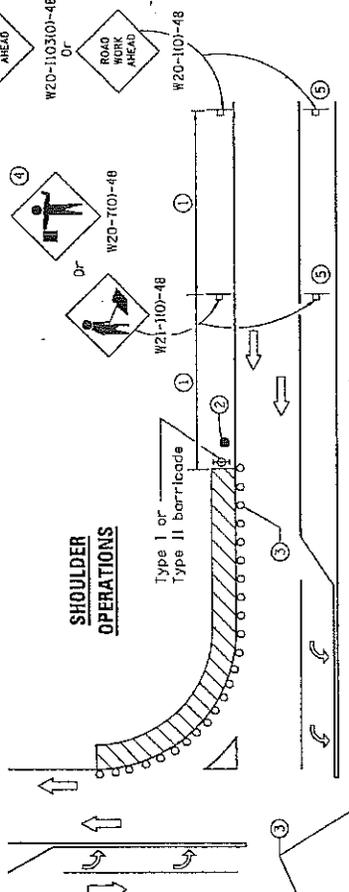
SYMBOLS

- Work area
- Cones, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

CORNER ISLAND OPERATIONS



SHOULDER OPERATIONS



GENERAL NOTES

This Standard is used where at any time, day or night any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT

English (Metric)

$$L = \frac{WS^2}{60}$$

$$L = \frac{WS^2}{180}$$

L = (ft) (m)

W = Width of offset in feet (meters).

S = Normal posted speed in mph (km/h).

W20-1103101-48 for contract maintenance construction and utility projects

DATE	REVISIONS
1-1-14	Added devices at arrow board upstream from taper.
1-1-12	Revised flagger sign.
	Omitted W21-1110 sign.

URBAN LANE CLOSURE, MULTILANE INTERSECTION

STANDARD 701701-09

Illinois Department of Transportation

APPROVED: [Signature] 2014

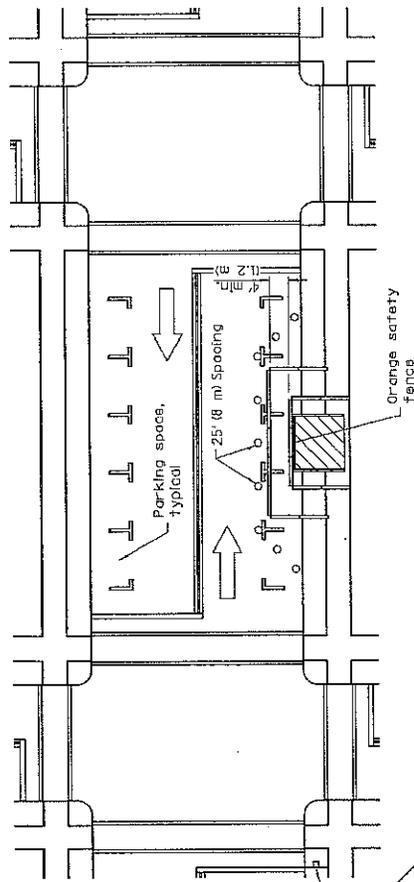
ENGINEER OF SAFETY ENGINEERING

APPROVED: [Signature] 2014

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

① Omit whenever duplicated by road work traffic control.

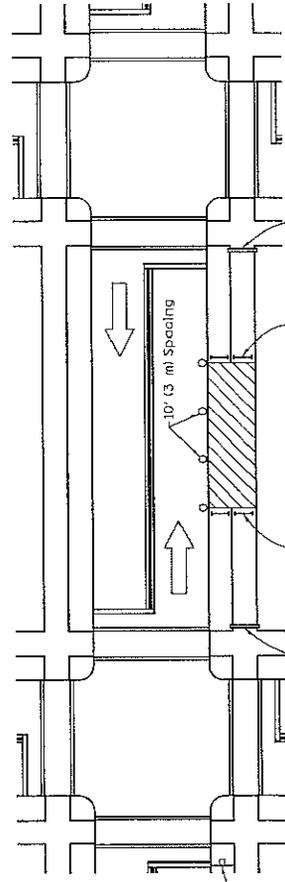


① W20-1103101-48 for contract construction projects

or

① W20-1101-48 for maintenance and utility projects

SIDEWALK DIVERSION



① W20-1103101-48 for contract construction projects

or

① W20-1101-48 for maintenance and utility projects

SIDEWALK CLOSURE

GENERAL NOTES

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

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

Temporary facilities shall be detectable and accessible.

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

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

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

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

DATE	REVISIONS
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views; Retained Std.
1-1-09	Switched units to English (metric).
	TO2001 to 701901.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-05

SYMBOLS

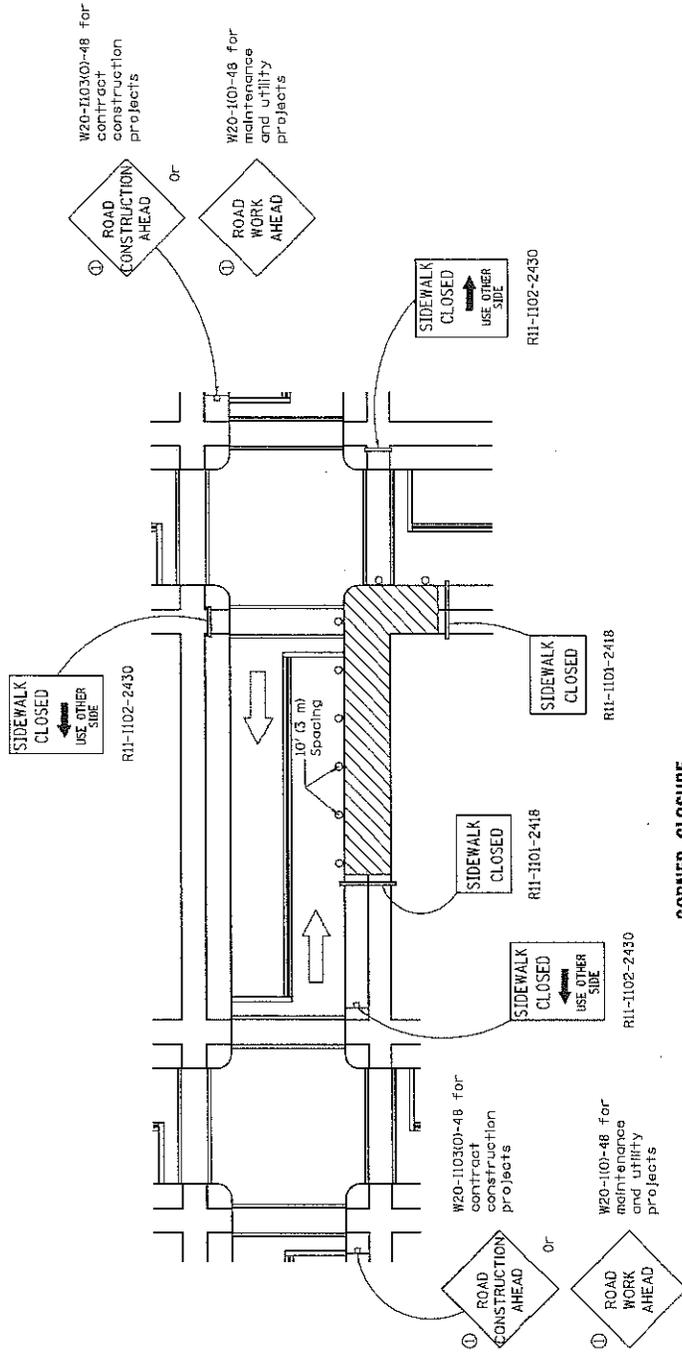
- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

Illinois Department of Transportation

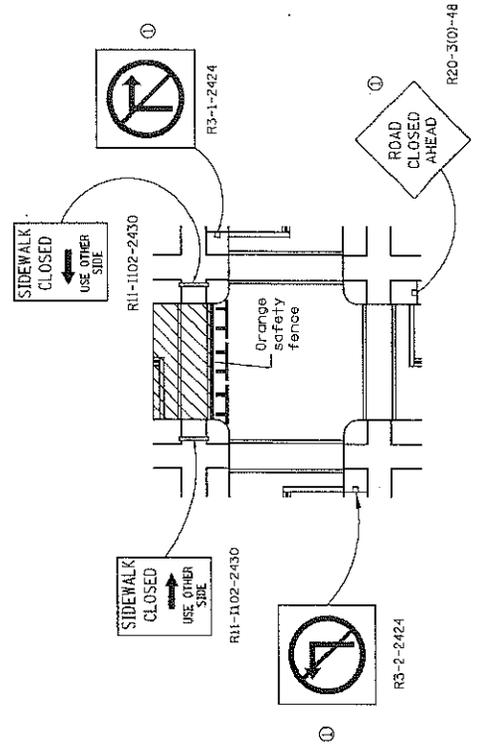
APPROVED: *[Signature]* JUNE 14, 2012
 ENGINEER OF SURVEYING & ENGINEERING

ISSUED: 1-1-97

APPROVED: *[Signature]* JUNE 14, 2012
 ENGINEER OF DESIGN AND ENVIRONMENT



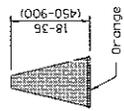
CORNER CLOSURE



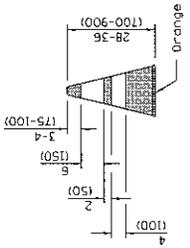
CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE
(Sheet 2 of 2)
STANDARD 701801-05

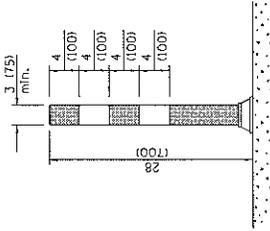
<p>Illinois Department of Transportation</p>	<p>APPROVED: _____</p> <p>ENGINEER OF SAFETY ENGINEERING</p>	<p>JANUARY 1, 2012</p>
	<p>APPROVED: _____</p> <p>ENGINEER OF DESIGN AND ENVIRONMENT</p>	<p>JANUARY 1, 2012</p>
	<p>ISSUED 1-1-97</p>	<p>2012</p>
	<p>APPROVED: _____</p> <p>ENGINEER OF SAFETY ENGINEERING</p>	<p>JANUARY 1, 2012</p>



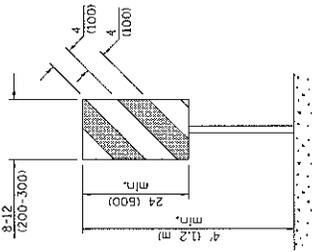
CONE



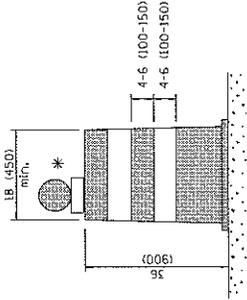
REFLECTORIZED CONE



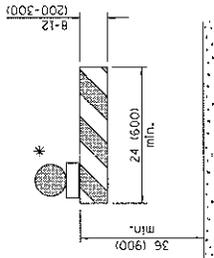
FLEXIBLE DELINEATOR



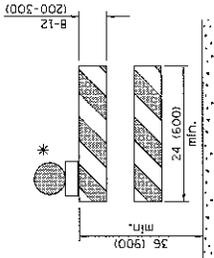
**VERTICAL PANEL
POST MOUNTED**



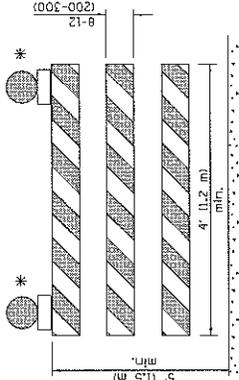
DRUM



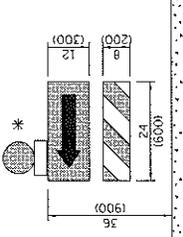
TYPE I BARRICADE



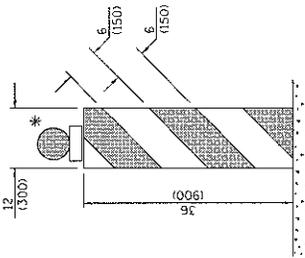
TYPE II BARRICADE



TYPE III BARRICADE

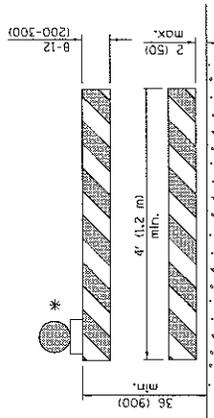


**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE

* Warning lights (if required)

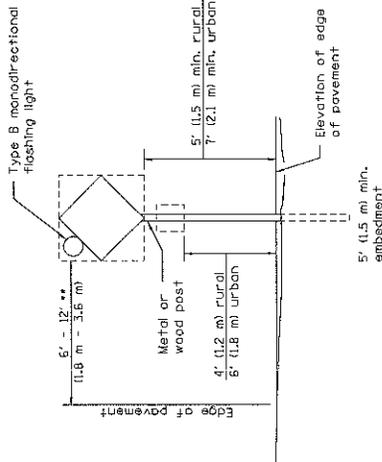


**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

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

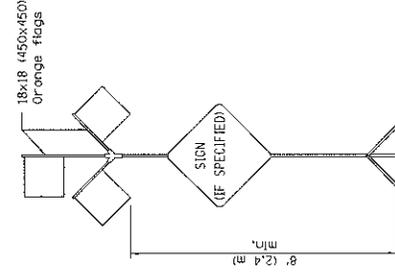
TRAFFIC CONTROL DEVICES	
DATE	REVISIONS
1-1-15	Revised two sign numbers on sheet 2. Added note reg. PHOTO ENFORCED plaque.
	Modified flagger sign height.
1-1-14	Added highway construction speed zone signs.
STANDARD 701901-04	
(Sheet 1 of 2)	

Illinois Department of Transportation	
APPROVED	REVIEWED
<i>[Signature]</i>	<i>[Signature]</i>
ENGINEER	INSPECTOR
APPROVED	APPROVED
<i>[Signature]</i>	<i>[Signature]</i>
ENGINEER OF DESIGN AND CONSTRUCTION	
ISSUED	78-1-1
2015	
2016	



POST MOUNTED SIGNS

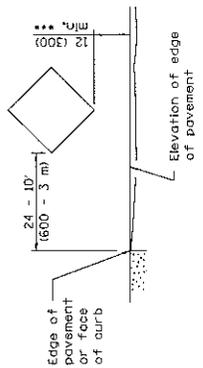
** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 5' (1.5 m) to the outside edge of the paved shoulder.



HIGH LEVEL WARNING DEVICE

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

SIGNS ON TEMPORARY SUPPORTS



ROAD CONSTRUCTION NEXT X MILES 620-1104(0)-6036

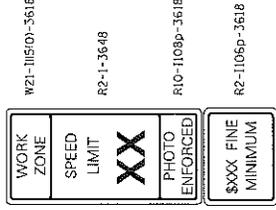
This signing is required for all projects 2 miles (3200 m) or more in length.

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

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

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

WORK LIMIT SIGNING



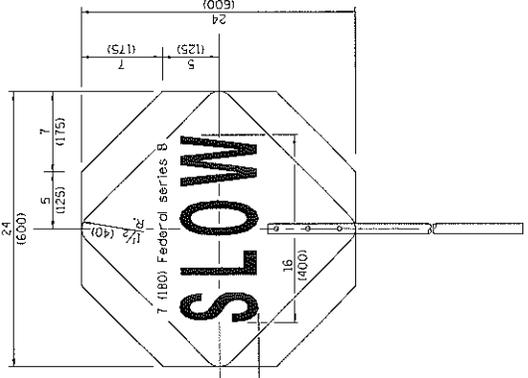
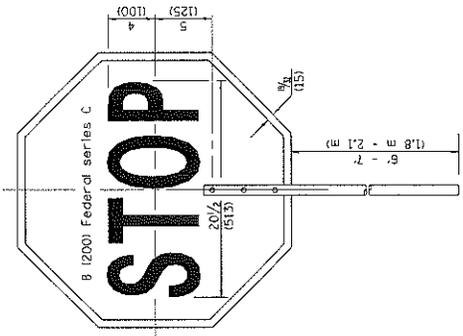
Sign assembly as shown on Standards or as allowed by District Operations.



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

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

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



FLAGGER TRAFFIC CONTROL SIGN

FRONT SIDE

REVERSE SIDE

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-04

Illinois Department of Transportation

APPROVED _____ 2015

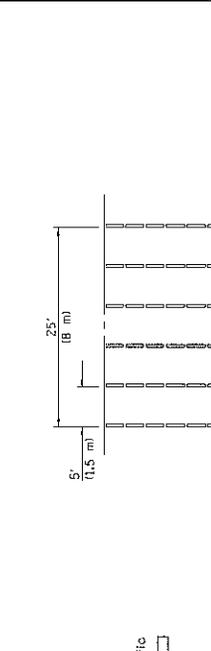
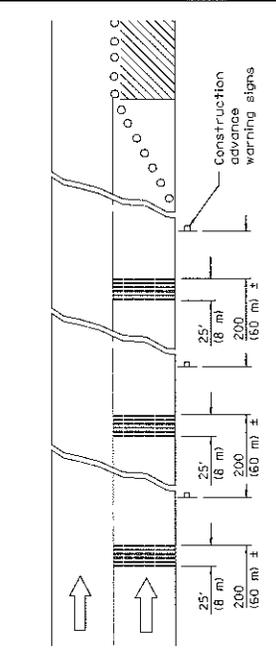
DESIGNED BY _____

ENGINEER OF OPERATIONS _____

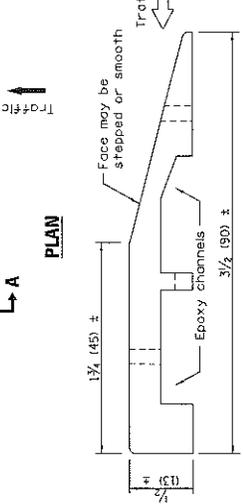
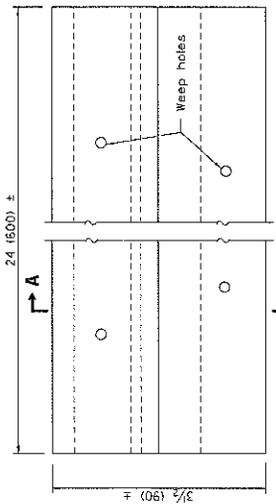
APPROVED _____ 2015

ENGINEER OF DESIGN AND ENVIRONMENT

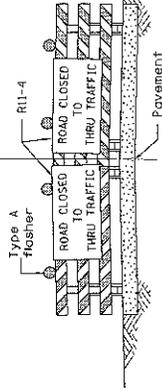
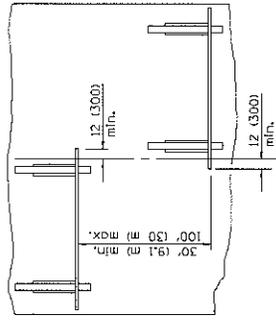
ISSUED 1-1-97



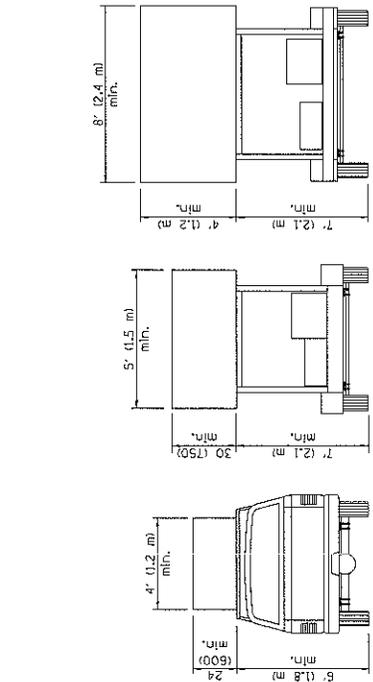
TYPICAL INSTALLATION



TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO THRU TRAFFIC
 ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade is used, the road striping shall meet NCHRP 350. If not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

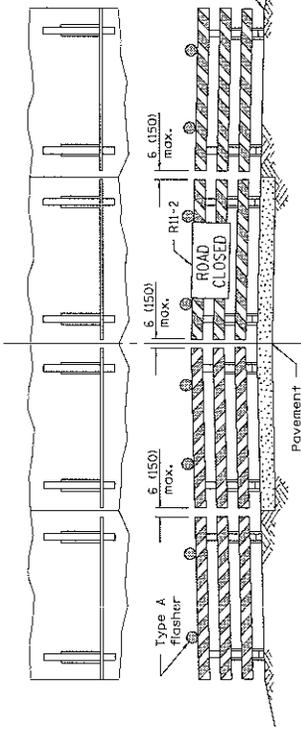


TYPE C TRAILER MOUNTED

TYPE B ROOF OR TRAILER MOUNTED

TYPE A ROOF MOUNTED

ARROW BOARDS



ROAD CLOSED TO ALL TRAFFIC

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

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL DEVICES

STANDARD 701901-04

Sheet 3 of 3

Illinois Department of Transportation
 APPROVED January 3, 2015
 ENGINEER OF OPERATIONS
 APPROVED January 3, 2015
 ENGINEER OF DESIGN AND ENVIRONMENT
 ISSUED 1-1-97

Applicability

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form 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 "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 rate (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 benefit listed on the wage determination for the applicable classification. If the Administrator determines that different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACT WORK HOURS AND SAFETY
STANDARDS ACT PROVISION**

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000.00, for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS

- 1) Certification of Bidder Regarding
Equal Employment Opportunity
- 2) Equal Employment Opportunity
Notice Clauses and Specifications

S A M P L E

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements affectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the _____ hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE, Cont'd.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Continued)

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:

Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 2015 by:

Firm Name: _____

By: _____

Title: _____

**TO BE EXECUTED
IN PROPOSAL SECTION**

**NOTE: CONTRACTOR MUST
COMPLETE THIS FORM!!**

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR CHAPTER 60

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

Notice Of Requirement for Affirmative
Action To Ensure Equal Employment
Opportunity (Executive Order 11246)

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

<u>TRADE</u>	<u>TIMETABLE</u>	<u>GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE</u>	<u>TIMETABLE</u>	<u>GOALS FOR FEMALE PARTICIPATION EACH TRADE</u>
Asbestos Workers	Until Further Notice	8.6 to 10.3	4/1/79-3/31/80	5.0
Bricklayers	" " "	16.3 to 18.2	" "	"
Carpenters	" " "	11.0 to 12.8	" "	"
Electricians	" " "	10.9 to 12.2	" "	"
Elevator Installers	" " "	9.6 to 11.5	" "	"
Glaziers	" " "	10.2 to 12.2	" "	"
Ironworkers	" " "	14.0 to 16.0	" "	"
Metal Lathers	" " "	10.0 to 12.0	" "	"
Painters	" " "	10.3 to 12.1	" "	"
Plumbers	" " "	9.4 to 10.9	" "	"
Pipefitters	" " "	9.4 to 10.9	" "	"
Plasterers	" " "	24.4 to 25.8	" "	"
Roofers	" " "	18.0 to 20.0	" "	"
Sheetmetal Workers	" " "	9.5 to 11.3	" "	"
Sprinkler Fitters	" " "	8.3 to 9.9	" "	"
Operating Engineers	" " "	15.7 + above	" "	"

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 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.

4. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is State of Illinois, County of Cook.

EQUAL OPPORTUNITY CLAUSES

41 CFR

60-1.4(a)

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of 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 September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by 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 September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the even the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency; the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work or modifications thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

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

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction Contractors, as applicable, shall include the Specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p 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.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the 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 commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from it sanctions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each locations where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it 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.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) 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.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including a circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). 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 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that

the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out 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 Executive Order 11246, as amended, and it implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's 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 trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing record satisfy this requirement, Contractors shall not be required to maintain separate records.

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

SECTION 3

1) Section 3 Clause

Section 3 Clause

24 CFR, Part 135.20 and HUD Grant Agreement

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

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 315. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

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

CITY OF BERWYN COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

Outline for Contractor's Section 3 Affirmative Action Plan*

This outline is provided to assist contractors who are awarded Community Development assisted contracts in preparing a Section 3 Affirmative Action Plan (AAP). In the AAP, the contractor is to describe his or her efforts to train and employ lower income residents of the project area and to utilize small businesses located in the project area as subcontractors. First consideration should be given to persons living in or businesses located in or closest to the programmed activity with second consideration to the municipality as a whole.

Initially, the contractor should list name and address, amount of the Community Development contract, kind of contract, and location of the project:

The next step concerns the training and employment of lower income residents. In this regard, the contractor should include the following:

1. A completed "Preliminary Statement Work Force Needs" (see attached). The contractor should show all positions occupied or vacant and, if positions exist, set a goal for Section 3 hiring.
2. If no vacant positions are indicated, provide an explanation of why this is the case, (e.g. the contractor will be using a work force from another job recently completed). Any contractor who fills positions immediately prior to undertaking Community Development assisted work is to provide evidence why its actions are not an attempt to circumvent the HUD requirements.
3. If hiring is anticipated, the contractor should give names and addresses of employment agencies, minority organizations (if applicable to the area), union halls, or other organizations which will be used to recruit employees**. Advertising on the job site is also an effective method of affirmative action.

With regards to utilization of local, small businesses, the contractor's AAP should include the following"

1. A signed Certification Form (see attached) if no work will be subcontracted.

**City of Berwyn Community Development
Block Grant Program, Cont'd.**

2. If work is to be subcontracted, the contractor should list the kind and dollar amount.
3. When subcontracting, the contractor should describe the efforts which will be used to locate Section 3 businesses. This should include contact with local business organizations such as the Chamber of Commerce. Also, the municipality may be able to assist based on its knowledge of local businesses.
4. Give the name of any local news media in which the work will be advertised to attract Section 3 businesses.

Finally, the contractor should indicate in the AAP that lower income residents and owners of small businesses will be informed in the event of a grievance or complaint against the contractor, that they can file their grievance with:

HUD Area Office
FH & EO Division
547 West Jackson
Chicago, IL 60606

NOTE: The AAP must be filed with the municipality within fifteen (15) days of award of the contract.

- * This outline is a concise version of HUD's Chicago Area Office Section 3 outline with some additions.
- ** A municipality which has a Personnel Office and/or a Comprehensive Employment Training Act (CETA) program may be able to assist the contractor in meeting Section 3 hiring goals.

DATE: _____

OWNER: _____

CDBG #: _____

DESCRIPTION/
LOCATION OF PROJECT: _____

AFFIRMATIVE ACTION STATEMENT

It is the employment policy of _____ to recruit and hire
(Company Name)
employees without regard to their race, veteran status, handicap, color, religion, sex or national
origin. Such action shall include, but not be limited to, the following: employment, upgrading,
demotion or transfer, layoffs or terminations, recruitment or recruitment advertising, wage rates,
selection for training including apprenticeship. It is further the intent of _____
(Company Name)
to examine all job classifications to determine if minority persons or women are underutilized
and will take appropriate affirmative action to rectify any such under utilization.

This Company submits this policy to assure compliance with Executive Order 11246 and of the
rules, regulations and relevant orders of the Secretary of Labor. It is our aim to provide leadership
within the community to achieve full employment and utilization of the capabilities and productivity
of all individuals without regard to race, veteran status, handicap, color, religion, sex or national
origin.

_____ reaffirms its continued commitment to a program of
(Company Name)
equal employment on the basis of individual merit and to encourage all persons to seek
employment with the Company and to strive for advancement on this basis.

(President & EEO Officer)

SECTION 3 FINAL REPORT

Section 3 Residents Hired

Name: _____	Job Title: _____
Address: _____	Rate of Pay: _____
Name: _____	Job Title: _____
Address: _____	Rate of Pay: _____
Name: _____	Job Title: _____
Address: _____	Rate of Pay: _____
Name: _____	Job Title: _____
Address: _____	Rate of Pay: _____
Name: _____	Job Title: _____
Address: _____	Rate of Pay: _____

Section 3 Businesses Utilized

Name: _____	Type of Subcontract: _____
Address: _____	Amount: _____
Name: _____	Type of Subcontract: _____
Address: _____	Amount: _____
Name: _____	Type of Subcontract: _____
Address: _____	Amount: _____

USE ADDITIONAL SHEETS IF NECESSARY

Project No. Name: _____
Contractor's Name: _____
Report Completed By: _____
Title: _____
Date: _____

(FinalReport.doc)

**PRELIMINARY STATEMENT
WORK FORCE NEEDS**

Municipality or Contractor's Name _____

Address and City _____

Date: _____

EMPLOYMENT CLASSIFICATION	OCCUPIED PERMANENT POSITIONS				VACANT POSITIONS				*Minority Black Spanish-American American Indian Orientals **Show Section 3 lower income residents only under the Grand Total vacant positions slanted line. ***To be used by municipalities and service Contractors, such as Engineering, Consulting firms and other similar firms.
	TOTAL		MINORITY*		TOTAL		MINORITY		
	Male	Female	Male	Female	M	F	M	F	
CONSTRUCTION:									
Foreman									
Journeyman									
Apprentices									
Laborers									
GRAND TOTAL									
NON-CONSTRUCTION***:									
Administrators									
Professionals									
Technicians									
Clerks									
Laborers									
GRAND TOTAL									

Submitted By _____
(Official responsible for filling out this form)

Phone _____

OTHER PROVISIONS

- 1) Clean Air Act of 1970 and the Federal Water Pollution Control Act Provisions
- 2) Architectural Barriers Act of 1968 Provision

**Clean Air Act of 1970 and the Federal
Water Pollution Control Act Provisions**

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

Architectural Barriers Act of 1968 Provision

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

Davis-Bacon Forms For Contractors and Subcontractors

With Contracts Over \$2,000

- (1) Contractor and Subcontractor (three) Certifications. Due before the start of construction.
- (2) Weekly Payroll Forms and Instructions. Due within seven (7) days from the close of each pay week.
- (3) Record of Employee Interview Forms. To be completed by the municipality or its designated representative during the course of construction.

ALL DAVIS-BACON FORMS ARE TO BE SENT TO THE MUNICIPALITY OR ITS DESIGNATED REPRESENTATIVE, I.E. ENGINEER, ARCHITECT.

DAVIS-BACON

COOK COUNTY GOVERNMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To:	Date:
Project Name:	CDBG Project Number:

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

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

2. He/She certifies that:

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

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

(a) The workmen will report for duty on or about _____
(Date)

4. He certifies that:

(a) the legal name and the business address of the undersigned is:

Name:	
Business Address:	

(b) The undersigned is:

- (1) A SINGLE PROPRIETORSHIP
- (2) A PARTNERSHIP
- (3) A CORPORATION ORGANIZED IN THE STATE OF _____
- (4) OTHER ORGANIZATION *(Describe)* _____

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

NAME	TITLE	ADDRESS

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	TITLE	ADDRESS

(e) The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	TITLE	ADDRESS

(Contractor)

By: _____
(Signature)

(Type Name and Title)

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."

COOK COUNTY GOVERNMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 SUBCONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Date: _____

_____ CDBG PROJECT NUMBER PROJECT NAME _____

1. The undersigned, having executed a contract with _____
 _____ (Contractor of Sub-Contractor)
 _____ for _____
 _____ (Nature of Work)
 _____, in the amount of \$ _____

in the construction of the above-identified project, certifies that:

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

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor in duplicate.

(a) The workmen will report for duty on or about _____
 _____ (Date)

3. He certifies that:

(a) the legal name and the business address of the undersigned is:

(b) The undersigned is:

(1) A Single Proprietorship	(2) A corporation organized in the State of:
(3) A Partnership	(4) Other Organization (Describe):

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

NAME	TITLE	ADDRESS

(d) The name, title and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	ADDRESS

(e) The name, address, and trade classification of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

(Subcontractor)

By: _____
(Signature)

(Type Name and Title)

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.

MAKE CERTAIN ALL PAYROLLS CONTAIN THE FOLLOWING:

1. Manual signature on back of payroll.
2. Statement of Compliance completed on back of payroll.
3. Appropriate block is checked regarding payment of fringe benefits.
4. Show a breakdown on trades in remarks on back of payroll, base rate and fringe benefits.
5. Payrolls are numbered. First payroll is No. 1 and continue. Mark last payroll "FINAL" and numbered.
6. Days and dates appear under Item 4.
7. Subcontractor's name and address on top of line.
8. Project number (upper right hand corner), name and location.
9. Workman's address and social security number appears on the first payroll on which the name appears.
10. Fill in Classification in No. 3 and include Class, Type, Size, etc. of power equipment operated.
11. Note in column 3 if workman is an apprentice, and furnish proof to HUD - FHA.
12. Make sure net wages, gross wages and deductions are shown.

NOTE: INCOMPLETE PAYROLLS ARE UNACCEPTABLE!

U.S. DEPARTMENT OF LABOR
Wage and Hour Division
INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provide for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follows:

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

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, Including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/40. This is of assistance in computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. 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 Standards Act of 1937. In addition to paying no less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

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

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

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

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employee'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 \$63.00 / \$120.00.

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

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

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

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

PAYROLL

U.S. DEPARTMENT OF LABOR
FEDERAL BUREAU OF INVESTIGATION

(If for Contractor's Optional Use of See Instruction, Form WH 347 Incl.)

NAME OF CONTRACTOR OR SUBCONTRACTOR **Mc NULTY BEDDING & CO.**

PROJECT AND LOCATION **1780 MERCEL HARBOY**

PROJECT OR CONTRACT NO. **JAMESVILLE ILL.**

CITY, STATE **110 EAST SPRINGFIELD ILLINOIS 072-12345**

EMPLOYEE NO.	EMPLOYEE NAME	WORK CLASSIFICATION	1980							TOTAL HOURS	DATE OF PAY	GROSS AMOUNT PAID	FICA	WITHHOLDING TAX	STATE TAX	UNEMP. INS.	OTHER DEDUCTIONS	TOTAL DEDUCTIONS	NET WAGE PAID FOR WEEK
			1	2	3	4	5	6	7										
1	LEE SMITH 123 EAST ST CHICAGO ILLINOIS	BRICKLAYER	8	8	8	8	8	8	8	16	15.61	349.76	9.50	80.00	9.12	6.00		54.68	195.08
2	ROBERT BEDDIN 123-45-6789 101 WEST MAIN AVENUE CHICAGO, ILLINOIS	ELECTRICIAN	8	8	8	8	8	8	8	5 1/2	25.58	822.00	40.50	91.10	21.10	6.00		158.70	663.99
3	RAY BROWN 123-45-6789 101 WEST MAIN STREET CHICAGO, ILLINOIS	PLUMBER	8	8	8	8	8	8	8	2 1/2	16.30	652.00	37.25	82.40	20.05			139.70	512.30
4	JACK JACKSON 555-55-5555 456789012345 CHICAGO, ILLINOIS	APPRENTICE CARPENTER	8	8	8	8	8	8	8	2 1/2	11.55	442.00	22.50	62.10	11.95			97.55	345.45
5	GEORGE WILLIAMS 900-01-0101 112 WEST MAIN STREET CHICAGO, ILLINOIS	CARPENTER	8	8	8	8	8	8	8	4	23.85	874.50	9.90	93.20	20.10	5.50		128.70	745.80
6	DAVE DAVID 841-20-9091 12345 678901 ST. CHICAGO, ILLINOIS	CARPENTER	8	8	8	8	8	8	8	11	18.11	724.46	10.10	90.90	20.10			121.10	603.20
7	PAUL HEYER 555-63-3333 10101 WEST MAIN CHICAGO, ILLINOIS	ELECTRICIAN	8	8	8	8	8	8	8	3 1/2	19.66	786.90		100.90	10.02			110.92	675.48

SAMPLE

CHECK UP ON () CC OK

CHECK UP ON ()
PAYROLL PAID TO OK

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the Contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The Contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

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

Contractor's who pay all required fringe benefits:

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

Contractor's who pay no fringe benefits:

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

Use of Section 4(c), Exceptions:

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

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 12/31/2013)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	

5. Your job classification(s) (list all) — continue on a separate sheet if necessary

6. Your duties

CONFIDENTIAL

7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>

12a. Employee Signature	12b. Date
-------------------------	-----------

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
--------------------------------------	-------------------------------	------------------------

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
------------------------------------	-----------

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a - 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a - 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 - 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) - responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 - 12b: Self-explanatory

Items 13 - 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 - 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

**Equal Employment Opportunity Forms for Contractors And
Subcontractors with Contracts Over \$10,000**

- (1) Notification of Subcontracts Awarded. Due within ten (10) days of award of Subcontract.

- (2) Contractor's List of Federal and Non-Federal Work Bid Condition Areas.

THE NOTIFICATION OF SUBCONTRACTS AWARDED AND THE CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK, ARE TO BE SENT TO: U.S. DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS.

TO ASSURE COMPLIANCE, COPIES OF THESE REPORTS ARE TO BE PROVIDED TO THE MUNICIPALITY OR ITS DESIGNATED REPRESENTATIVE I.E. ENGINEER, ARCHITECT.

SUGGESTED FORMAT

Contractor's Notification of Subcontracts Awarded

Bid Condition Area: _____

Contractor's Name: _____

Month of: _____

Contractor's Number _____

	Subcontractor's Name; Address; Identification No.	Contract/Project No.	Dollar Amount	Estimated		Crafts to be Used
				Starting Date	Completion Date	
(1)						
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						

CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS

BID CONDITION AREA: _____ CONTRACTOR'S NAME & NUMBER: _____

I. Federally-Assisted Contracts

Responsible Federal Agency	Project Name & Location *	Contract/ Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)					
(2)					
(3)					
(4)					
(5)					

II. Non-Federal Contracts

Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)				
(2)				
(3)				
(4)				
(5)				

* LOCATIONS MUST INCLUDE CITY AND STREET ADDRESS

Contractor_List

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

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

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

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

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2008)

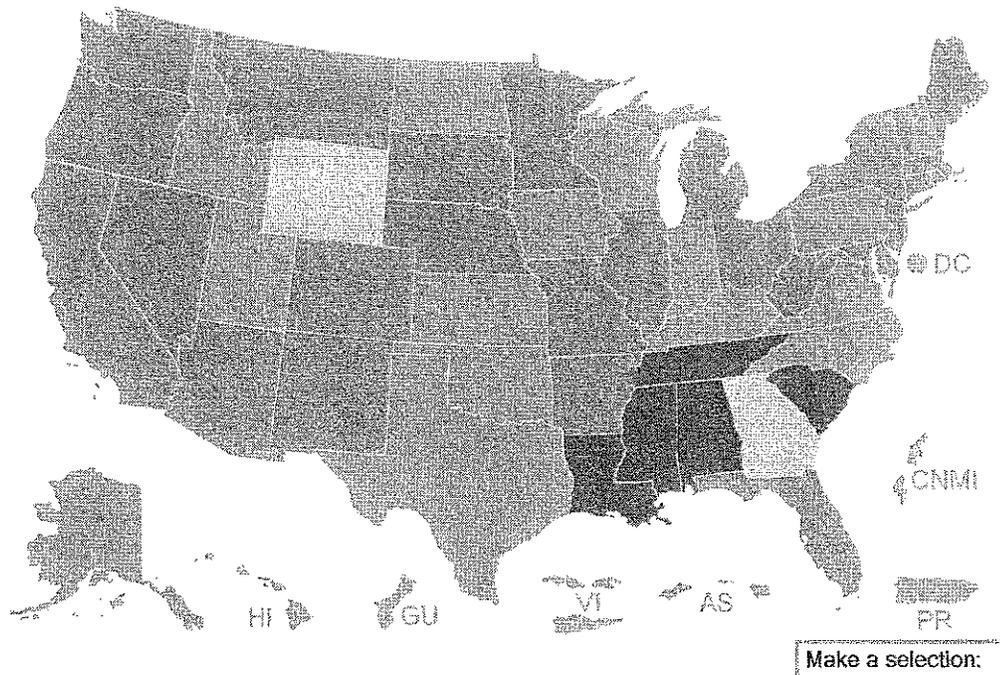
Wage and Hour Division (WHD)

Minimum Wage Laws in the States - January 1, 2015

Historical Table

Click on any state or jurisdiction to find out about applicable minimum wage laws.

Note: Where federal and state law have different minimum wage rates, the higher standard



-  States with minimum wage rates higher than the federal
-  States with minimum wage rates the same as the federal
-  American Samoa and the Commonwealth of the Northern Mariana Islands have special minimum wage rates.
-  States with no minimum wage law (federal minimum wage rate applies)
-  States with minimum wage rates lower than the federal (federal minimum wage rate applies)

**Minimum Wage and Overtime Premium Pay Standards Applicable to
Nonsupervisory NONFARM *Private Sector* Employment
Under State and Federal Laws
January 1, 2015¹**

Illinois Minimum Wage Rates

ILLINOIS	Basic Minimum Rate (per hour)	Premium Pay After Designated Hours ²	
		Daily	Weekly
<i>(Applicable to employers of 4 or more employees, excluding family members)</i>	\$8.25		40

[Back to Top](#)

EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

OVERTIME PAY At least $1\frac{1}{2}$ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



1-866-4-USWAGE

(1-866-487-9243)

TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department

and Hour Division

WHD Publication 1029 (Revised July 2009)

REMEMBER...

The official Notice to Employees must be posted where employees can readily see it.

Records must be kept.

If you have any questions concerning the Federal Minimum Wage Law, contact the nearest office of the UNITED STATES DEPARTMENT OF LABOR, Wage and Hour Division

U.S. Department of Labor
Employment Standards Administration
Washington, D.C. 20210

Official Business
Penalty for private use, \$300



Postage and Fees Paid
U.S. Department of Labor
Lab-441

Job Safety and Health

It's the law!

OSHA
Occupational Safety
and Health Administration
U.S. Department of Labor

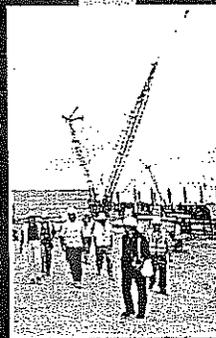
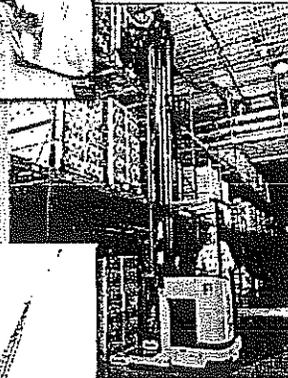
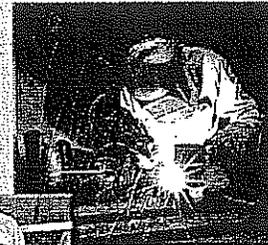
EMPLOYEES:

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by your employer for making safety and health complaints or for exercising your rights under the *OSH Act*.
- You have the right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violations.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- Your employer must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the *OSH Act* that apply to your own actions and conduct on the job.

EMPLOYERS:

- You must furnish your employees a place of employment free from recognized hazards.
- You must comply with the occupational safety and health standards issued under the *OSH Act*.

This free poster available from OSHA –
The Best Resource for Safety and Health



Free assistance in identifying and correcting hazards or complying with standards is available to employers, without citation or penalty, through OSHA-supported consultation programs in each state.

1-800-321-OSHA

www.osha.gov

OSHA 2165-12-06F

Insert General Decision Number IL010009 – latest edition

General Decision Number: IL150009 04/03/2015 IL9

Superseded General Decision Number: IL20140009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015
4	02/20/2015
5	04/03/2015

ASBE0017-001 06/01/2014

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems	\$ 36.34	23.15

BOIL0001-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 42.13	25.45

BRIL0021-001 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 42.58	23.80

BRIL0021-004 06/01/2014

	Rates	Fringes
Marble Mason.....	\$ 41.78	23.37

BRIL0021-006 06/01/2014

	Rates	Fringes

TERRAZZO WORKER/SETTER.....	\$ 40.88	22.43
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2014		
	Rates	Fringes
MARBLE FINISHER.....	\$ 31.40	23.00

BRIL0021-012 06/01/2014		
	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.62	22.46

CARP0555-001 06/01/2014		
	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 43.35	27.67

CARP0555-002 10/01/2014		
	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)...	\$ 34.11	27.67

ELEC0009-003 06/02/2014		
	Rates	Fringes
Line Construction		
Groundman.....	\$ 35.96	21.79
Lineman and Equipment Operator.....	\$ 46.10	27.94

* ELEC0134-001 06/02/2014		
	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	28.85

ELEC0134-002 04/01/1998		
	Rates	Fringes
ELECTRICIAN CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law-; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

ELEC0134-003 06/02/2014

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 39.00	21.10

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

* ELEV0002-003 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.80	28.39+a+b

FOOTNOTES:

- a) Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

- b) Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for less than 5 years of service.

* ENG10150-006 06/01/2014

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.10	32.05
GROUP 2.....	\$ 45.80	32.05
GROUP 3.....	\$ 43.25	32.05
GROUP 4.....	\$ 41.50	32.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*; Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto

Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovating work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

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

*-Requires Oiler

* ENGI0150-025 06/01/2014

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	32.05
GROUP 2.....	\$ 44.75	32.05
GROUP 3.....	\$ 42.70	32.05
GROUP 4.....	\$ 41.30	32.05
GROUP 5.....	\$ 40.10	32.05

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

IRON0001-026 06/01/2013

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

IRON0063-001 06/01/2013

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

IRON0063-002 06/01/2014

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.84	24.82

IRON0136-001 07/01/2012

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 35.87	28.67
Master Riggers.....	\$ 38.37	28.67

LABO0002-006 06/01/2014

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.00	24.40
GROUP 3.....	\$ 28.075	24.40
GROUP 4.....	\$ 38.10	24.40

GROUP 5.....	\$ 38.15	24.40
GROUP 6.....	\$ 38.20	24.40
GROUP 7.....	\$ 38.22	24.40
GROUP 8.....	\$ 38.32	24.40
GROUP 9.....	\$ 38.35	24.40
GROUP 10.....	\$ 38.45	24.40
GROUP 11.....	\$ 38.27	24.40
GROUP 12.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS

- GROUP 1:** Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.
- GROUP 2:** Fireproofing and Fire Shop laborers.
- GROUP 3:** Cement Gun.
- GROUP 4:** Chimney over 40 ft.; Scaffold Laborers.
- GROUP 5:** Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.
- GROUP 6:** Stone Derrickmen & Handlers.
- GROUP 7:** Jackhammermen; Power driven concrete saws; and other power tools.
- GROUP 8:** Firebrick & Boiler Laborers.
- GROUP 9:** Chimney on fire brick; Caisson diggers; & Well Point System men.
- GROUP 10:** Boiler Setter Plastic Laborers.
- GROUP 11:** Jackhammermen on fire brick work only.
- GROUP 12:** Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2014

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.27	24.40
GROUP 3.....	\$ 38.15	24.40
GROUP 4.....	\$ 38.27	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS

- GROUP 1:** Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned
- GROUP 2:** Asphalt tampers & smoothers; Cement gun laborers
- GROUP 3:** Cement Gun Nozzle (laborers), Gunitite
- GROUP 4:** Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.
- GROUP 5:** Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2014

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 39.00	24.40
16 - 20 POUNDS.....	\$ 40.50	24.40
21 - 26 POUNDS.....	\$ 41.00	24.40
27 - 33 POUNDS.....	\$ 42.00	24.40
34 - AND OVER.....	\$ 43.00	24.40

LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.12	24.40
GROUP 3.....	\$ 38.22	24.40
GROUP 4.....	\$ 38.35	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS (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

LABO0225-001 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

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

PAIN0014-001 06/01/2014

	Rates	Fringes
PAINTER (including taper).....	\$ 41.75	23.47

PAIN0027-001 06/01/2014

	Rates	Fringes
GLAZIER.....	\$ 40.50	30.82

PLAS0005-002 07/01/2014

PLASTERER.....	Rates \$ 42.25	Fringes 24.24

PLAS0502-001 06/01/2014	Rates \$ 43.10	Fringes 26.39

CEMENT MASON/CONCRETE FINISHER...	Rates \$ 46.65	Fringes 25.52

PLUM0130-001 06/01/2014	Rates \$ 46.00	Fringes 26.84

PLUMBER.....	Rates \$ 40.10	Fringes 19.43

PLUM0597-002 06/01/2014	Rates \$ 47.25	Fringes 22.05

PIPEFITTER.....	Rates \$ 40.56	Fringes 27.23

ROOF0011-001 12/01/2014	Rates \$ 27.63	Fringes 27.23

ROOFER.....	Rates	Fringes

SFIL0281-001 01/01/2015	Rates	Fringes

SPRINKLER FITTER.....	Rates	Fringes

SHEE0073-001 06/01/2011	Rates	Fringes

Sheet Metal Worker.....	Rates	Fringes

SHEE0073-002 06/01/2011	Rates	Fringes

Sheet Metal Worker ALUMINUM GUTTER WORK.....	Rates	Fringes

TEAM0731-001 06/01/2011	Rates	Fringes

COOK COUNTY - HEAVY AND HIGHWAY	Rates	Fringes

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

FOOTNOTES:

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

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

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

TEAM0731-002 03/01/2012	Rates	Fringes
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Traffic Control Device Monitor
 TRAFFIC SAFETY WORKER: \$ 28.25 9.08
 Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

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

FOOTNOTES:

a. \$463.00 per week.

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

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

PROPOSAL BID BOND

RETURN WITH BID

OWNER: City of Berwyn
PROJECT: 2015 CDBG Sidewalk Improvements
HUD Activity No. 556
PROJECT NO.: 15063

WE _____ as

PRINCIPAL, and _____ as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly 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 OWNER 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 OWNER 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 OWNER determines the PRINCIPAL has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the OWNER acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D., 2015.

PRINCIPAL

(Company Name)

(Company Name)

BY: _____
(Signature & Title)

BY: _____
(Signature & Title)

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

SURETY

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

(Name of Surety)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____ who are each personally _____
(insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D., 2015.

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.

My commission expires _____

Notary Public

RETURN WITH BID

PROPOSAL	Owner: CITY OF BERWYN
	Township: BERWYN
	County: COOK
	Project No. 15063

1. **PROPOSAL OF:** _____

(Name and Address of Bidder)

and includes P.C. concrete sidewalk removal and replacement; P.C. concrete driveway removal and replacement; P.C. concrete alley pavement; combination concrete curb and gutter removal and replacement; utility patching; and all appurtenant construction at various locations throughout the City.

2. The Specifications for the proposed improvement are those prepared by **FRANK NOVOTNY & ASSOCIATES, INC., 825 Midway Drive, Willowbrook, Illinois 60527**, and which Plans and/or Specifications are designated as:

2015 CDBG Sidewalk Improvements
HUD Activity No. 556

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation, and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of the Notice to Contractors.

4. The undersigned agrees to complete the work by **June 12, 2015**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **City Treasurer** of the **City of Berwyn**. The amount of the Bid Security is:

(In Writing)

(_____).
(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
12. The undersigned firm certifies that it 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. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.
13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section**, covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

RETURN WITH BID

PROPOSAL, Cont'd.

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Sidewalk Removal	26000 SQ FT	\$ _____	\$ _____
2	Portland Cement Concrete Sidewalk, 5"	26000 SQ FT	\$ _____	\$ _____
3	Detectable Warnings (Special)	100 SQ FT	\$ _____	\$ _____
4	Combination Curb and Gutter Removal	150 FOOT	\$ _____	\$ _____
5	Combination Concrete Curb and Gutter, Type B-6.12	150 FOOT	\$ _____	\$ _____
6	Driveway Pavement Removal	50 SQ YD	\$ _____	\$ _____
7	Portland Cement Concrete Driveway Pavement, 7"	50 SQ YD	\$ _____	\$ _____
8	Portland Cement Concrete Alley Pavement Patching, 8"	200 SQ YD	\$ _____	\$ _____
9	Pavement Removal and Replacement, 8" P.C. Concrete Base and 3" Hot-Mix Asphalt Surface	60 SQ YD	\$ _____	\$ _____
10	Topsoil Furnish and Place, 4"	800 SQ YD	\$ _____	\$ _____
11	Seeding, Class I	0.2 ACRE	\$ _____	\$ _____
12	Incidental Hot-Mix Asphalt Surfacing	60 TON	\$ _____	\$ _____
13	Traffic Control & Protection	1 L SUM	\$ _____	\$ _____
14	Insurance Provisions - Complete	1 L SUM	\$ _____	\$ _____
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :				\$ _____

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
of All Partners: _____

(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Phone Number _____

Federal Tax ID # _____

Insert Names of Officers:

President _____

Secretary _____

Treasurer _____

Attest: _____

Corporate Secretary

(S E A L)

RETURN WITH BID

CERTIFICATE OF UNDERSTANDING
REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNER: City of Berwyn PROJECT NO.: 15063
PROJECT DESCRIPTION: 2015 CDBG Sidewalk Improvements
HUD Activity No. 556

THIS IS TO CERTIFY THAT I, _____, President/Principal/Partner of _____ (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the City of Berwyn, the Engineer, Frank Novotny & Associates, Inc., and any and all other entities so named in said "Insurance Requirements" section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

Dated this _____ day of _____, 2015.

CONTRACTOR'S NAME:

ADDRESS _____

WITNESS:

SIGNED BY: _____
(President/Principal/Partner)

BY: _____
(SECRETARY/NOTARY)

(Typed/Printed Name)

(S E A L)

RETURN WITH BID

CONTRACTOR'S BID RIGGING CERTIFICATION

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) _____,
(Print Name of Contractor)

a _____,
(Corporation, Partnership) (Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: _____

By: _____
(Signature)

Title: _____

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: _____

Contractor: _____

By: _____
(Signature)

Title: _____

STATE OF ILLINOIS)
COUNTY OF _____) - SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("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 five (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 page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

RETURN WITH BID

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION, Cont'd.

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

- 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 is 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 in 30 ILCS 580/6.

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS]
COUNTY OF _____] **SS**

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

RETURN WITH BID

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(complete either A or B below)

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

RETURN WITH BID

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION

_____ ("Contractor"),
having submitted a bid/proposal for *2015 CDBG Sidewalk Improvements – HUD Activity No. 556*, to the City of Berwyn hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements affectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the *City of Berwyn* hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

- B. **PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.

- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE, Cont'd.

C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** (Continued)

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this _____ day of _____, 2015 by:

Firm Name: _____

By: _____

Title: _____

Seller

**NOTE:
CONTRACTOR MUST
COMPLETE THIS FORM!!**

